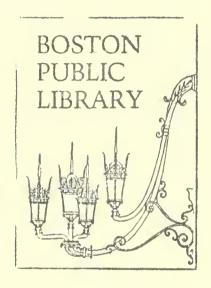
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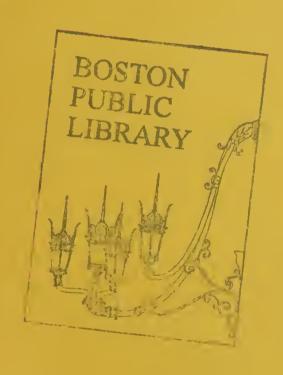


BRA 155 XAFT # 2 /

# planning department

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DRAFT #2

LENA PARK NEIGHBORHOOD DEVELOPMENT

PROGRAM APPLICATION

JULY, 1972



DRAFT #2

LENA PARK NEIGHBORHOOD DEVELOPMENT PROGRAM APPLICATION

FOR YEAR 1972 to 1973

July, 1972

Boston Redevelopment Authority
Planning Department
Mattapan-Franklin District Planning Program





DRAFT #2

LENA PARK NEIGHBORHOOD DEVELOPMENT PROGRAM APPLICATION

FOR YEAR 1972 to 1973

July, 1972

Boston Redevelopment Authority
Planning Department

Mattapan - Franklin District Planning Program

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## Code No. Subject

#### ND-601

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- B. Resolution of B.R.A. Authorizing Filing of Application
- C. Opinion of B.R.A. Counsel Respecting Application
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### THE TO ALL !!





OME NO. 03-2121	(11-68)
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	LOCALITY  Boston, Massachusetts
NEIGHBORHOOD DEVELOPMENT PROGRAM	PROGRAM NUMBER  Lena Park
	POPULATION
NEIGHBORHOOD DEVELOPMENT	641,071
PROGRAM APPLICATION	DATE RECEIVED (To be filled in by HUD)
INSTRUCTIONS: Prepare original and 9 conformed copies for HUD. 1	Place original in Binder No. 1, copies in other binders.
A. CORPORATE NAME OF APPLICANT	
Boston Redevelopment Authority	
B. SUBMISSION	
[X] Initial application for year from 12/1/72 to (Month, Day, Year) to (M	11/30/73 , for purpose of funding shown fonth, Day, Year)
Application for action year from (Month purpose of funding shown in Block C, and:	tofor
Change in boundaries of urban renewal area or areas covered changes affecting the land use plan provisions of the urban reason.  Addition of urban renewal area or areas to Neighborhood Deve	enewal plan. Area number(s)
C. TYPE AND AMOUNT OF FUNDS BEING APPLIED FOR	
TYPE (Check opplicable items)	TOTAL AMOUNT
X TEMPORARY LOAN	. \$ 1,690,950
X FEDERAL CAPITAL GRANT, TOTAL	\$ 1,660,950
X PROGRAM CAPITAL GRANT	\$
X 2/3 Basis 3/4 Basis	1,436,070
Municipality with population of 50,000 or less	
In redevelopment area with more than 50,000 papulation	
[X] RELOCATION GRANT	\$ 224,880
REHABILITATION GRANT	\$







U. S. DEPARTMENT OF HOUSING A  NEIGHBORHOOD DEVELO  ACTIVITY PROGRA  ACTIVITY PROGRA  ACTUAL  (1)  ACQUISITION (Parcels)	THISOLAS  THENT PROGRAM  THISOLAS  THISOLAS  THENT  THENT	AM		BOSTON-MASS. PROGRAM NUMBER	MASS. UMBER RK		
NSTRUCTIONS: Submit one copy in each binder.  ACTIVITY PROGRAM  ACTION YEAR: FROM 12/1/72 TO CU  ACTIVITY CLASSIFICATION YEAR ACTUAL ESTATE ACQUISITION (Parcels)  Residential	SUMMARY  11/30/73  ACTIVI  ACTIVI  YEAR  STUAL &  STUAL &  STUAL &  (2)	W		BOSTON. PROGRAM N LENA PA	MASS. UMBER RK		
ACTIVITY PROGRAM  NSTRUCTIONS: Submit one copy in each binder.  CTION YEAR: FROM 12/1/72 TO CU  ACTIVITY CLASSIFICATION YEAR ACTUAL ESTATE ACQUISITION (Parcels)  Residential	. ! ! !!=! !! !!			PROGRAM N	UMBER RK		
CTION YEAR: FROM 12/1/72 TO TO ACTIVITY CLASSIFICATION YEAR ACTIVITY CLASSIFICATION YEAR ACTIVITY Residential	1 1 1 - 1 - 1			LENA PA	RK		
TO T	773 ACTIV						
FROM 12/1/72 TO TO IVITY CLASSIFICATION PRIOR YEAR ACTUAL (1)	ACTIVI T T E						
ACTIVITY CLASSIFICATION  YEAR  ACTUAL  (1)  ESTATE ACQUISITION (Parcels)	ACTIVI						
ACTIVITY CLASSIFICATION  YEAR  ACTUAL  (1)  ESTATE ACQUISITION (Parcels)	⊢ «д m	ACTIVITY UNITS			COSTS	COSTS (\$000)	
I. REAL ESTATE ACQUISITION (Parcels)  Residential		ACTION YEAR ESTIMATE	RESERVATION YEAR ESTIMATE (4)	PRIOR YEAR ACTUAL (S)	CURRENT YEAR ACTUAL & ESTIMATE (6)	ACTION YEAR ESTIMATE (7)	RESERVATION YEAR ESTIMATE (8)
	-	28				566.9	
(ammercial		0				0	
Industrial		0				0	
Institutional		0				0	
Total		28				566.9	
Services (Man/Years)		1.0				12,0	
Cantract Services XXX	XXX	XXX	XXX				
2. PROPERTY MANAGEMENT (Rental Units Under Management)				•			
Beginning af Period		Ø	•	XXX	XXX	XXX	XXX
Additions During Period		99		XXX	XXX	×××	×××
Vacates During Period		6		XXX	×××	XXX	XXX
End of Period		99		XXX	XXX	XXX	XXX
Average Under Management		15		XXX	XXX	×××	×××
Staff Services (Man/Years)		1.0					
Cantract Services XXX	XXX	XXX	XXX				
3. RELOCATION							
Families		29		XXX	×××	×××	XXX
Individuals		5		×××	XXX	XXX	XXX
Business Cancerns		-		×××	XXX	×××	×××
Total		35		XXX	×××	XXX	×××
Staff Services (Man/Years)		2.0				18.6	
Contract Services XXX	XXX	XXX	XXX				

### ACTIVITY CLASSIFICATION			ACI	ACTIVITY UNITS			COSI	COSTS (\$000)	
16 16 135.0  16 10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ACTIVITY CLASSIFICATION	PRIOR YEAR ACTUAL (1)	CURRENT YEAR ACTUAL & ESTIMATE (2)	ACTION YEAR ESTIMATE (3)	RESERVATION YEAR ESTIMATE (4)	PRIOR YEAR ACTUAL (S)	CURRENT YEAR ACTUAL & ESTIMATE (6)	ACTION YEAR ESTIMATE (7)	RESERVATION YEAR ESTIMATE (8)
16	4. DEMOLITION (Structures)								
16	Residential			16				135.0	
16	Nonresidential			0				0	
XXX   XXX   5.0	Total			16				135,0	
XXX XXX	Staff Services (Man/Years)			0.1				1.5	
XXX       XXX       263.0         0.5       6.0       6.0         XXX       22.0         300,000       30.0       0         0       0       0         0       0       0         0,000       0       0         0,01       0       0         0       0       0         0       1       15         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0         0       0       0<	Contract Services	XXX	· XXX	XXX	XXX			ŀ	
NXX   XXX   E6.0   E6.0     NXX   XXX   E2.0     NXX   XXX   S.0.0     NXX   NXX   S.0.0     NXX   N			•						
0 300,000 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Item	×××	XXX	XXX	×××			263.0	
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Staff Services (Man/Years)		!	0.5				6.0	
0 0 0 0 0 0 0 0 0 0 0 0 300,000 0.1 0 0 0.1 0	Contract Services	XXX	XXX	XXX	XXX			22.0	
300,000 0 0 0 300,000 0 300,000 0 300,000 0 1.5 1.5 1.5 1.5 1.5 1.5 1.5 1.5	6. LAND MARKETING (Sq. Ft.)								
300,000       30.0         0       0         300,000       0         300,000       30.0         0       0         XXX       XXX         1       XXX       XXX         0       0         0 <td>Low-Rent Public Housing*</td> <td></td> <td></td> <td>0</td> <td></td> <td></td> <td></td> <td>0</td> <td></td>	Low-Rent Public Housing*			0				0	
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Maderate Cast Housing*			300,000				30.0	
0       0         300,000       30,0         0.1       30,0         0.1       1.5         0       0         1       0         0       0	Other Housing*			0				0	
0       0       0         300,000       30.0         0.1       1.5         1.5       1.5         0       XXX       XXX         1       XXX       XXX         0       0         0       0         0       0         XXX       0         0       0         XXX       0         0       0         XXX       0	Commercial*			0				0	
300,000       30.0         0.1       1.5         1       1.5         0       1         1       1         0       1         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       0         0       0	[nstitutional*			0				0	
0	Tatal*			300,000				30.0	
XXX         XXX <td>Staff Services (Man/Years)</td> <td></td> <td></td> <td>0.1</td> <td></td> <td></td> <td></td> <td>1.5</td> <td></td>	Staff Services (Man/Years)			0.1				1.5	
0	Contract Services	XXX	XXX	XXX	XXX				
0	7. REHABILITATION (Structures)	_							
1	Rehabilitation to PRS 1/			0		×××	XXX	×××	XXX
1	Rehabilitation to Code Standards					×××	×××	×××	×××
	iotal			-		XXX	XXX	×××	XXX
	Rehabilitation Grants			0				0	
	Rehabilitation Loans			0				0	
O XXX XXX	Staff Services (Wan/Years)			0				0	
	Contract Services	XXX	XXX	XXX	XXX			0	
						, ,			0.00100

#### A. PLANNING AND PROGRAMMING ACTIVITIES

During the Action Year, the Boston Redevelopment Authority (BRA) will meet with the Project Area Committee (PAC), individuals living within the project area, and other individuals and groups from the Franklin Field Neighborhood to discuss project progress and planning. In addition, a study will be conducted to determine the functions to be performed by the PAC and its budget.

During the Action Year, the BRA in cooperation with the PAC and the proposed redeveloper will conduct planning and design studies for the proposed family housing and abutting neighborhood. These studies will include a housing market analysis, traffic survey, a recreation study, and an architectural design study for the proposed housing. Other studies necessary to determining the design of the proposed family housing will be performed as necessary by the BRA and the proposed redeveloper.

A property line and topographic survey will be made of the site. Existing demolition and site improvement plans will be updated according to information obtained from these surveys.

To assist the BRA in organizing and programming activities for the Action Year, the BRA will prepare a task network schedule which will detail appropriate time frames for completion of activities during the Action Year. This schedule will provide a means to measure actual accomplishment against the schedule. Progress reports, on at least a quarterly basis, will be submitted to PAC so that they may effectively monitor progress on the Neighborhood Development Program (NDP).

## B. REAL ESTATE ACQUISITION ACTIVITIES

All twenty-nine parcels that are to be acquired at an estimated cost of \$570,000 will be acquired during the Action Year. As shown in the tentative schedule attached to this section, appraisals and title searches will begin shortly after the NDP is funded by the U. S. Department of Housing and Urban Development (HUD) and will take approximately three months to complete. After a loan and grant contract is executed between HUD and the BRA, any appraisals above \$100,000 per parcel will be submitted to HUD for its review and concurrence on price. It is assumed that this review, if necessary, will take about six weeks. Once this is accomplished the BRA will begin acquiring parcels, initially acquiring properties necessary for the utility and street improvements proposed herein. It is expected that acquisition of all of the parcels will take approximately four to six months.

A real estate officer will be in charge of acquisition activities. The real estate officer will be assisted in condemnation proceedings and other legal matters by a staff attorney and contracted attorney as needed. Acquisition appraisals will be contracted.

#### C. PROPERTY MANAGEMENT ACTIVITIES

The BRA anticipates completing the entire property management workload within the Action Year, with no carryover. It will be the BRA's policy not to acquire parcels whenever possible until just before the parcel is needed.

The BRA will be paying real estate taxes on all properties acquired and will make only those repairs necessary to maintain the properties in safe and habitable conditions. A full-time staff member will be assigned to property management activities.



#### D. RELOCATION ACTIVITIES

All families and individuals living within the clearance area will be relocated during the Action Year. The relocation staff of the BRA will maintain files of sales and rental units available in Boston and surrounding areas and refer relocatees to said units as they become available. Some units in the Franklin Hill and Franklin Field Public Housing Projects may be used as temporary housing for low income families or individuals who wish to move into the new housing constructed on the NDP site. In addition, the BRA's and Association for Better Housing's homeownership counseling resources will be available to assist relocatees wishing to purchase homes. Whenever necessary, B.H.A. leased housing will be used for relocation.

Relocation activities will be handled by the BRA's Family Relocation Department, including staff directly assigned to the site office supplemented by central office staff. PAC and staff of the Lena Park Community Development Corporation will also be available to assist in relocation.

The BRA will complete relocation of the one business, a small neighborhood variety store, during the Action Year. A full range of relocation services will be provided by the Business Relocation Office of the BRA. Listings concerning available space will be accessible to the relocated business. The possiblity exists that the new housing will include some ancillary commercial space, into which the business may be relocated upon completion of the housing.

#### E. DEMOLITION ACTIVITIES

A demolition contract will be executed during the Action Year. Sixteen residential buildings will be demolished at an estimated cost of \$140,000. The two structures at 50 and 53 Lorne Street will be demolished first, to allow the construction of the public utilities and Lorne Street extension before the rest of the structures are demolished.

The Engineering Department of the BRA will prepare the demolition contract and supervise demolition activities. It is estimated that the demolition contract will be executed during the Action Year.

#### F. SITE IMPROVEMENTS

Project improvement plans, consisting of the installation of public utilities, the extension of Lorne Street and the reconstruction of Lorne Street, will be completed during the Action Year. Other improvements consist of the provision of open space, street lighting, fire alarm, police signal, and traffic signal systems.

Construction of project improvements will begin in the second half of 1974. the engineering surveys and planning contract preparation will be performed by a staff engineer in the BRA's Engineering Department. A staff engineer will supervise the construction of these site improvements, and liaison with consultants, the City of Boston and private utility companies.

#### G. LAND MARKETING

Land marketing activities, including the review of redeveloper's plans, will be undertaked by the BRA staff, with the assistance and recommendations of the PAC. Subsurface investigations for the disposition parcel will be undertaken as soon as the loan and grant contract is executed.

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The cleared and improved parcel will be sold to the proposed redeveloper for the development of 250 to 300 units of low to moderate income housing. The parcel will be disposed of as soon as it is acquired and prepared for development, which is estimated to occur one year after a loan and grant contract is executed.

#### H. REHABILITATION ACTIVITIES

At present, one building is planned to be rehabilitated during the Action Year. The portion of the NDP site slated for the construction of new housing is now occupied by deteriorating or dilapidated structures and will be cleared and made available for the construction of new low to moderate income housing.

#### I. SUPPORTING FACILITIES

The Lena Park Community Development Corporation under a HUD Public Facilities grant has acquired and is renovating the YHMA Hecht House located on the NDP site. This facility will be completed before the end of the Action Year and will be available to residents living in the completed family housing. This multi-use community center will provide a variety of social, health, and indoor recreation services and facilities.

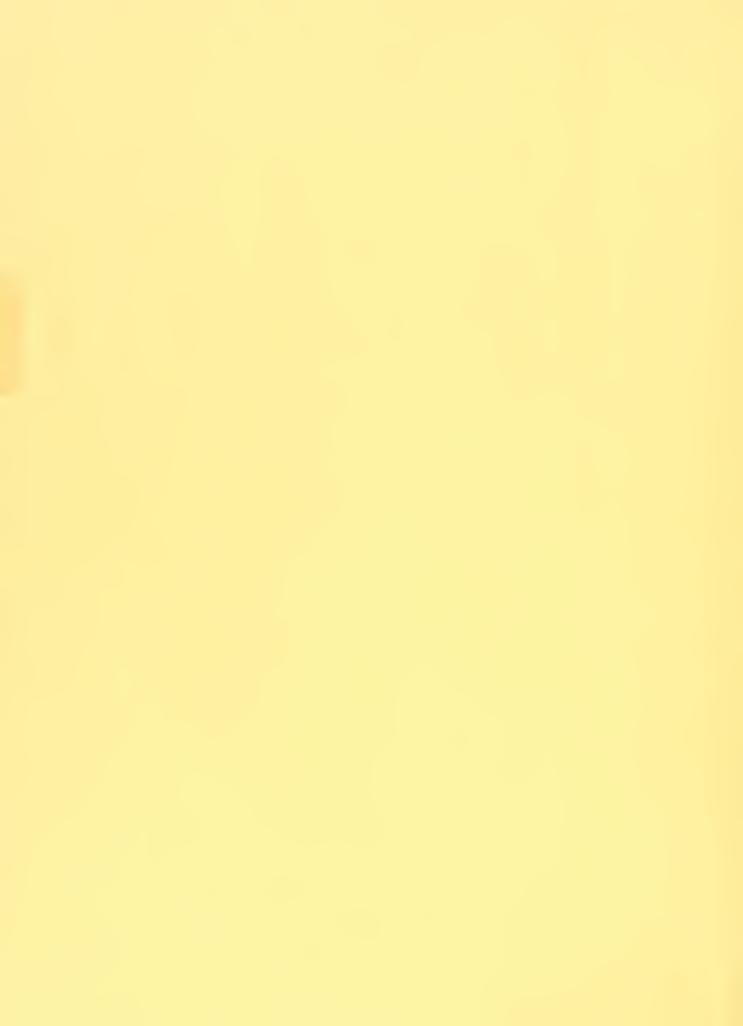
In addition, Boston State Hospital has agreed to make three acres of open space available for recreation facilities needed by the Lena Park Community Service Center and proposed family housing. The "L" Building of Boston State Hospital houses a variety of community mental health programs that will be available to residents of the proposed housing. In addition, the NDP site is located one block from the Harvard Street Health Center, Franklin Field, the Paine elementary school and Franklin Park.

# LENA PARK NEIGHBORHOOD DEVELOPMENT PROGRAM Preliminary Schedule

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
1972			Prepare Application & Preliminary Review	B.R.A. & City Council Hearings & Approvals	
973	H.U.D. Review	Negotiate Loan			
313	& Approval	& Grant Contract			
	Appraisals & Title Searchers	Negotiations & Acquisition	Relocation	Clearance & Grading	
		Property Line & T	opographic Surveys	Parcel Delivery & Master Street Plans	
	Schematic Design	Design D	levelopment	Final Working Drawings & Specifications	
974	Clearance & Grading				
	Utilities Investigation	Site Improvements  Drawings	Construction Site Improvements		
	H.U.D. Approval & Disposition Agreen		Constr	uction	
975		Consti	ruction		
			Rent-Up & O	ccupancy	

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U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT NFIGHBORHOOD DEVELOPMENT PROGRAM

## EXPENDITURES BUDGET

LOCALITY

Boston MA PROGRAM NUMBER

Lena Park

INSTRUCTIONS, Submit original and formation in Pink N. 1.

ACTION YEAR: From 12/1/72		to11	/30/73			
ACTION TEAK. TIOM			COMPLETED BY	LPA		TO BE COMPLETED BY HUD
ACTIVITY CLASSIFICATION	APPROVED BUDGET FOR CURRENT YEAR	COST TO END OF CURRENT YEAR	ESTIMATED UNLIQUIDATED OBLIGATIONS AT END OF CURRENT YEAR	NEW ACTIVITIES DURING ACTION YEAR	1	BUDGET APPROVED
1. Administrative Costs (1410, 1475)	(o)	(b)	(c)	(d)	(e)	(f)
2. Legal Service (1415.02 through 1415.05)						
3. Survey and Planning (1401, 1403, 1104, 1430)				20,000		
4. Acquisition Expenses (1440.02 through 1440.06)				20.000		
5A. Temporary Operation of Acquired Property (1448)				7 <b>0</b> ,000		
5B. Amount Included in Line 5A os real estate tax credits (1448.038)	[ ]	[ ]			[ ]	[ ]
6. Relocation ond Community Organization, excluding Relocation Poyments (1443)				10,000		
7. Site Clearance (1450)				140,000		
8. Project Improvements (1455)				285,000		
9. Disposol, Leose, Retention Costs (1445)				10,000		
10. Rehabilitation, excluding rehabilitation grouts (1460)				0		
11. Interest (1420.013, 1420.02)				75,000		
12. Other Income (-) (1449)				0		
13. Real Estate Purchases (1440.01)				566,900		
14. Subtatal (Sum of lines 1 through 13, excluding 5B)				1,326,900		
15. Contingencies (not to exceed 15% of line 14)				137,000		
16. Program Inspection (1418)				12,170		
17. Total Program Expenditures (Sum of lines 14, 15 & 16)				1,466,070		

- HUD-6275 (11-68)

Page 2 of 2

	TO BE COMPLETED BY LPA					TO BE COMPLETED BY HUD
ACTIVITY CLASSIFICATION	APPROVED BUDGET FOR CURRENT YEAR	ACTUAL AND ESTIMATED COST TO END OF CURRENT YEAR (b)	ESTIMATED UNLIQUIDATED OBLIGATIONS AT END OF CURRENT YEAR  (c)		BUDGET REQUESTED (c) + (d)	BUDGET APPROVED (f)
18. Relocation Payments (100% reimbursable to LPA) (1501)	(0)	(0)	(6)	224,880	(6)	(1)
19. Rehabilitation Grants (100% reimbursable to LPA) (1502)			1	0		
Boston Redevelopment Authority  (Date)  Boston Redevelopment Authority  (Local Public Agency)  (Signature of Authorized Official)  (Title)					QUESTED.	
THE EXPENDITURES BUDGET IS HEREBY APPROVED IN THE AMOUNTS SHOWN IN COLUMN (f).						
(Date)				(Signature)		
				(Title)		

★U.S. GOVERNMENT PRINTING OFFICE: 1971-704-087/846

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Form Approved Budget Bureou No. 63-R1218

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT NEIGHBORHOOD DEVELOPMENT PROGRAM FINANCING PLAN

PROGRAM LOCALITY Boston, MA

Lena Park

INSTRU	INSTRUCTIONS: Submit original and two copies in Binder No. 1 and one copy in other binders.					
FINANC	FINANCING PLAN FOR ACTION YEAR FROM 12/1/72 TO 11/30/73					
	SECTION A. ESTIMATE OF GR	OSS AND NET PROG	RAM COST AND SHA	ARING OF NET PRO	GRAM COST	
	,	CURRENT YEAR FRO	DMTO	ACTION YEAR FROM 12/72 TO 11/73		
LINE NO.	ITEM	APPROVED FINANCING PLAN (0)	REVISED ESTIMATE OF COLUMN (a) (b)	FINANCING PLAN REQUESTED (c)	TO BE COMPLETED BY HUD FINANCING PLAN APPROVED (d)	
A-1	PROGRAM EXPENDITURES (From 11UD-6275, Expenditures Budget, Line 17, as follows: COL. (b) from Col. (b); Col. (c) from Col. (e))		•	1,466,070		
A-2	NONCASH LOCAL GRANTS-IN - AID (From Part IV, Schedule I, Summary of Noncash Grants-in- Aid)			715,460		
A-3	GROSS PROGRAM COST (Line A-1 plus Line A-2)			2,181,530		
A-4	LAND PROCEEDS. ACTUAL DISPOSITION PROCEEDS FROM LAND ACQUIRED IN INDICATED YEAR AND DISPOSED OF IN THAT YEAR (Include sold, re- tained or leased)		•			
A-5	ESTIMATED LAND PROCEEDS. (From lund acquired or to be acquired in indicated year but not disposed of in that year)	-			-	
A-6	TOTAL ESTIMATED PROCEEDS RECEIVED OR TO BE RECEIVED FOR LAND ACQUIRED AND TO BE ACQUIRED IN INDICATED YEAR. (In Col. (b), enter Line A-4 plus A-5)			30,000		
A-7	ADJUSTMENT OF ESTIMATED LAND INVENTORY PROCEEDS (Adjustments in Col. (c) must be justified in Code No. ND506)			0		
A-8	NET ESTIMATED LAND PRO- CEEDS (Line A-6 plus or minus Line A-7)			30,000		
A-9	NET PROGRAM COST (Line A-3 minus Line A-8)			2,051,530		
A-10	SHARING OF NET PROGRAM COST LOCAL GRANTS-IN-AID: TOTAL REQUIRED (1/3 or 1/4 of Line A-9)			715,460		
A-11	NONCASH GRANTS-IN-AID (From Line A-2)			715,460		
A-12	REAL ESTATE TAX CREDITS			0		

## Previous edition may be used

(From 41UD-6275, Line 5B)



Page 2 of 4

SECTION A. (Continued)						
		Current Year From	_ to	Action Year	From	to
LINE NO.	ITEM	APPROVED FINANCING PLAN (0)	REVISED ESTIMATE OF COLUMN (a) . (b)	FINANCING REQUEST (c)		TO BE COMPLETED BY HUD FINANCING PLAN APPROVED (d)
A-13	LOCAL CASH GRANTS-IN-AID, EXCLUDING REAL ESTATE TAX CREDITS. (Line A-10 minus sum of Lines A-11 and A-12) (Sum of Lines A-11, A-12, and A-13 must equal Line A-10)	CLUDING REAL ESTATE TAX EDITS. (Line A-10 minus sum ines A-11 and A-12) (Sum of es A-11, A-12, and A-13 must			0	
A-14	PROGRAM CAPITAL GRANT (2/3 or 3/4 of Line A-9)			1,436,0	70	
A-15	RELOCATION GRANT (From HUD-6275, Line 18 as follows: Col. (b) from Col. (b); Col. (c) from Col. (e))			224,88	80	
A-16	REHABILITATION GRANT (From HUD-6275, Line 19 as follows: Col. (b) from Col. (b); Col. (c) from Col. (e))		•		0	
A-17	TOTAL FEDERAL CAPITAL GRANT (Sum of Lines A-14, A-15 and A-16)			1,660,9	50	
	SECTION B. MAXIMUM AMOUNT OF TEMPORARY LOAN FOR ACTION YEAR					
LINE NO.	ITEM ~		AMOUNT REQU	ESTED BY	AMOUNT APPROVED BY HUD	
B-1	CASH REQUIRED FOR PROGRAM EXPENDITURES, RE- LOCATION GRANTS AND REHABILITATION GRANTS (From column (c), sum of Lines A-1, A-15 and A-16		1,690,950			
B-2	ESTIMATED VALUE OF UNSOLD LAND AT BEGINNING OF ACTION YEAR. (Use disposition values for unsold parcels which were used in calculating the disposition proceeds in the latest approved financing plan) (See Section A, column (a))			1		
B-3	TOTAL CASH REQUIREMENTS (S) B-2)	um of Lines B-1 and				
B-4	REAL ESTATE TAX CREDITS (From column (c), Line A-12)		0			
B-5	CASH GRANTS-IN-AID, EXCLUDIT CREDITS (From Calumn (c), Line A		. 0			
B-6	SUBTOTAL (Sum of Lines B-4 and	B-5)	C	)		
B-7	MAXIMUM TEMPORARY LOAN THROUGH DIRECT OR PRIVATE FINANCING (Line B-3 minus B-6)		1,690,950			
SECTION C. SOURCES OF FUNDS FOR REPAYMENT OF TEMPORARY LOAN						
LINE NO.	ITEM		AMDUNT REQUESTED BY		AMO	UNT APPROVED BY HUD
C-1	TOTAL DISPOSITION PROCEEDS Col. (c), and B-2)	(Sum of Line A-8,	30,000			j
C-2	PROGRAM GRANT (From Line A-1	4, col. (c))	1,436,070			
C-3	RELOCATION GRANT (From Line	A-15, col. (c))	224,880			
C-4	REHABILITATION GRANT (From	Line A-16, col. (c))	0			
C-5	TOTAL (Sum of Lines C-1 through C-4; Must equal Line B-7		1,690,950			



age .	014		(8-)
APP	ROVAL OF THE FINANCING PLAN IN THE AMOUNTS SHOW	YN IS HEREBY REQUESTED:	
	(Date)	(Signature of Au	athorized Official)
	(Dase)	(Signature of Au	unorizea Official)
	Boston Redevelopment Authority	Director	
	(Lacal Public Agency)	, ( <i>I I</i>	tle)
THE	FINANCING PLAN AS SHOWN IN THE APPROPRIATE COL	UMNS IS HEREBY APPROVED	:
	(Date)	(Signat	ture)
		(Ti	tle)
	SUPPORTING SCHEDULE 1. SUMMA	RY OF NONCASH LOCAL GRA	NTS-IN
PART	I - NONCASH GRANTS-IN-AID SUBMITTED FOR FIRST TIME WI	TH APPLICATION FOR ACTION	YEAR
	TYPE OF LOCAL GRANTS-IN-AID	REQUESTED BY LPA	APPROVED BY HUD
1,	DONATIONS OF LAND		
2.	SITE CLEARANCE		
3.	PROJECT IMPROVEMENTS		
4.	SUPPORTING FACILITIES		
5.	COMMUNITY-WIDE FACILITIES		
6.	PUBLIC HOUSING CREDITS		
7.	SECTION 112 CREDITS		
8.	TOTAL (Sum of Lines 1 through 7)	0 .	
9.	AMOUNT IN LINE 8 TO BE USED IN ACTION YEAR FINANCING PLAN		
PAR	TII - UNUTILIZED NONCASH GRANT-IN-AID FROM INVENTORY		

(Instructions will be issued at a subsequent date covering the calculation of the amount of unutilized noncash grants-in-aid which can be utilized as credits for the action year.)



SUPPORTING SCHEDULE 1. (Continued)

PART III - NONCASH POOLING CREDITS FROM URBAN RENEWAL PROJECTS AND SUBMITTED AS NDP HONCASH GRANT-IN-AID CREDITS FOR THE ACTION YEAR

SOURCE OF POOLING CREDIT AND ADJUSTMENT TO URBAN RENEWAL PROJECT POOLING CALCULATION

LINE NO.	ITEM .	SUM OF COMPLETED URBAN RENEWAL PROJECTS (0)	TRAÑSFERRED TO NDP FOR ACTION YEAR (b)	ADJUSTED SUM OF COMPLETED URBAN RENEWAL PROJECTS TO BE USED FOR FUTURE POOLING CALCULATIONS COL. (a) MINUS COL. (b)
1.	ITEM 1 - PROJECT EXPENDITURES		xxxxxxxx	
2.	ITEM 2 - NONCASH		715,460	
3.	GROSS PROJECT COST		xxxxxxxx	
4.	LAND PROCEEDS		XXXXXXXX	
5.	NET PROJECT COST		xxxxxxxx	
6.	LOCAL GRANTS-IN-AID TOTAL		xxxxxxxx	
7.	NONCASH		715,460	
8.	CASH		xxxxxxxx	
9.	FEDERAL CAPITAL GRANT		XXXXXXXX	
10.	AMOUNT OF NONCASH GRACREDITS TRANSFERRED FRENEWAL PROJECTS POOL TO NDP FOR ACTION YEAR (From Line 2, column (b))	ROM URBAN ING CREDITS	•	

## PART IV - TOTAL HONCASH GRANTS-IN-AID FOR ACTION YEAR

1.	FROM PART I (Line 9)	\$
2.	FROM PART II	<u>\$ 715,460</u>
3.	FROM PART III (Line 10)	<u>\$ 715,460</u>
4.	TOTAL (Enter this figure in Line A-2, Column (c), of Form HUD-6280.)	★ U.S. GOVERNMENT PRINTING OFFICE: 1971-704-089/1201







## URBAN RENEWAL AREA REPORT (PART A)

- A. Map of Locality
  - 1. City Limits, Poverty and Urban Renewal Areas (See Map 1).
- B. Maps of N.D.P. Area and Immediate Vicinity
  - 1. N.D.P. Site Boundaries (See Map 2).
  - 2. Circulation Routes (See Map 3).
  - 3. Building Conditions (See Map 4).
- C. Maps of N.D.P. Area
  - 1. Existing Buildings and Deficiences (See Map 5).
  - Inadequate Public Utilities and Maintenance (See Map 6).
  - 3. Deficient Streets (Map 7).
- D. Statement Explaining Selection of Area, Delineation of Boundaries, and Relationship to Local Renewal Objectives.
  - 1. Justification of Selection of Lena Park as an NDP Area

Since 1968 the BRA has been assisting a local citizens group, the Lena Park Association, in its attempts to implement a multiphase community development program that would alleviate housing and recreation problems in the Franklin Field section of Dorchester. In order to implement this plan, the Lena Park group hired a full-time Executive Director and reorganized as the Lena Park Community Development Corporation in September, 1970.

In 1969, the Planning Department of the BRA conducted reuse possibility studies of approximately 75 vacant and underutilized parcels within the City of Boston. The Lena Park site was one of six selected as most promising for housing.

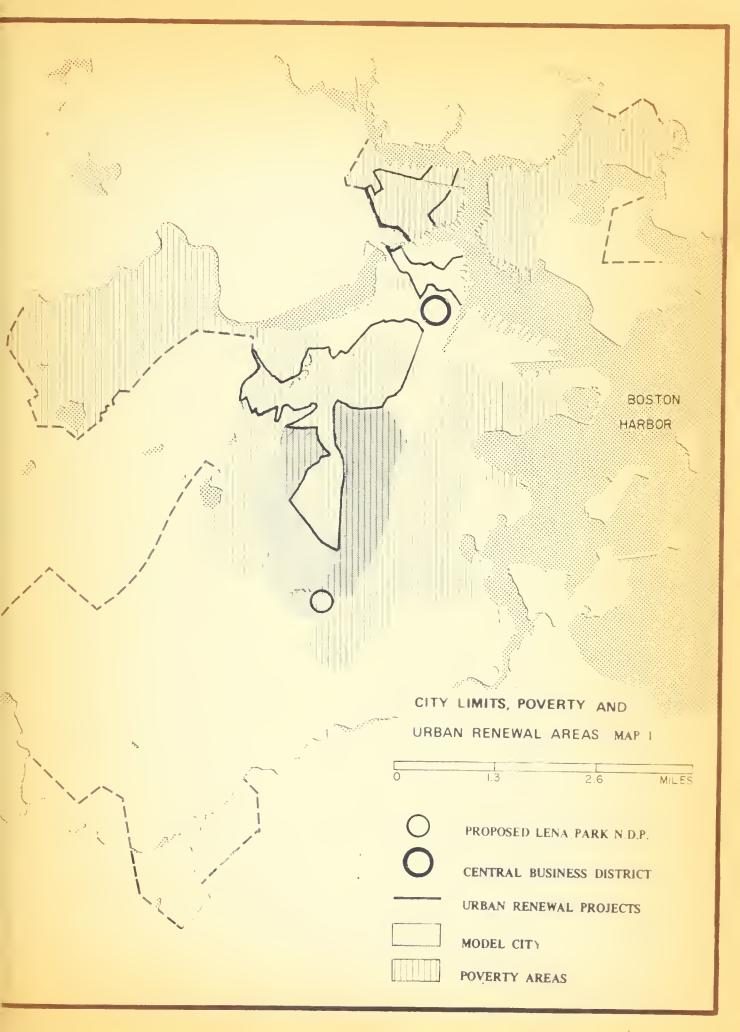
One reason for giving this site high priority is the severe housing shortage for families of modest means in the Franklin Field area of Dorchester. Between 1960 and 1970, there was a net decrease in Franklin Field's large bedroom units and a substantial increase in large families which produced the largest gain in the number of overcrowded units of any section in the City of Boston.

The B.R.A. has worked closely with the Lena Park Community Development Corporation in preparing a development plan and budget for the Lena Park N.D.P. that are both appropriate for the community and feasible within current low to moderate income housing mortgage limits.

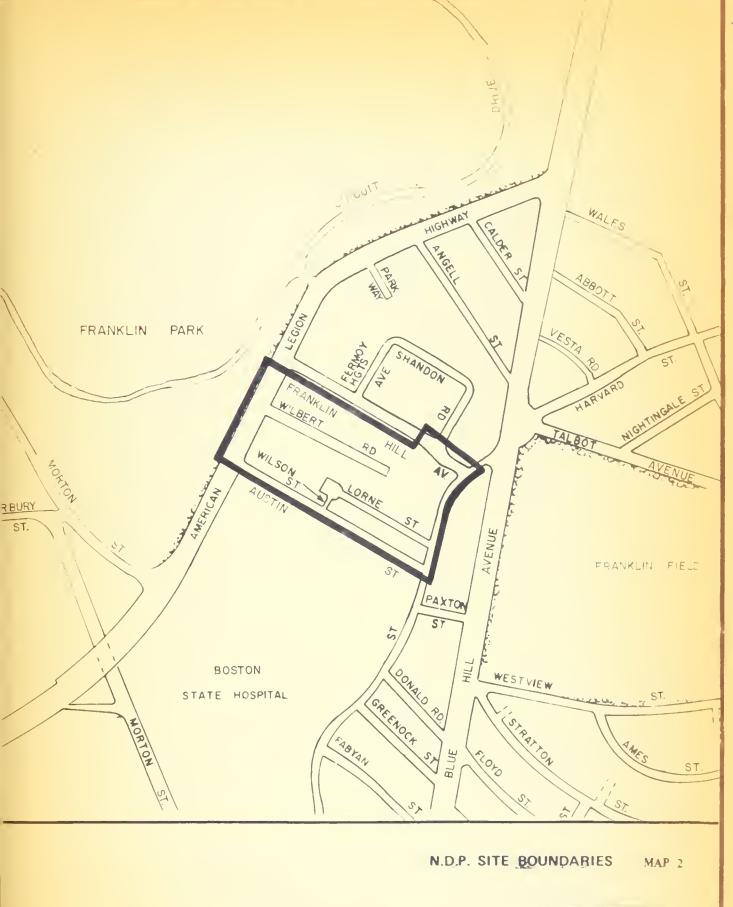
A preliminary feasibility study of the community's proposal to develop 250 to 300 units of family housing on the site indicates that a low to moderate income housing development would not be feasible unless conducted under NDP containing eminent domain provisions and land write-down subsidies for the following reasons:

a. The NDP makes possible the acquisition of 29 individually owned parcels by eminent domain, if necessary.





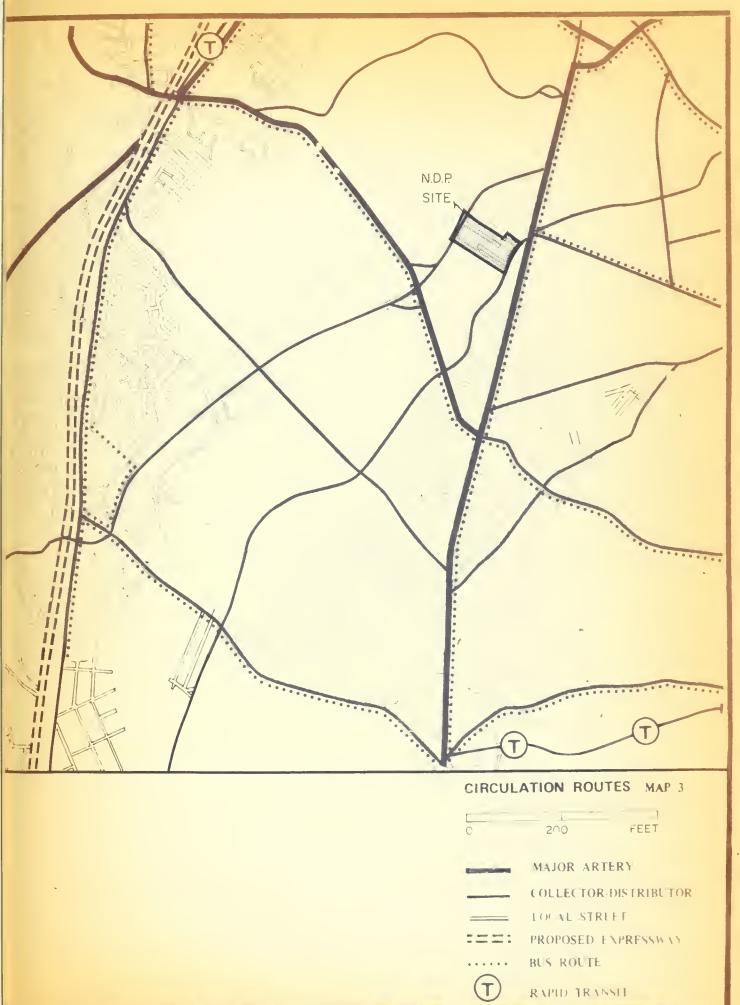




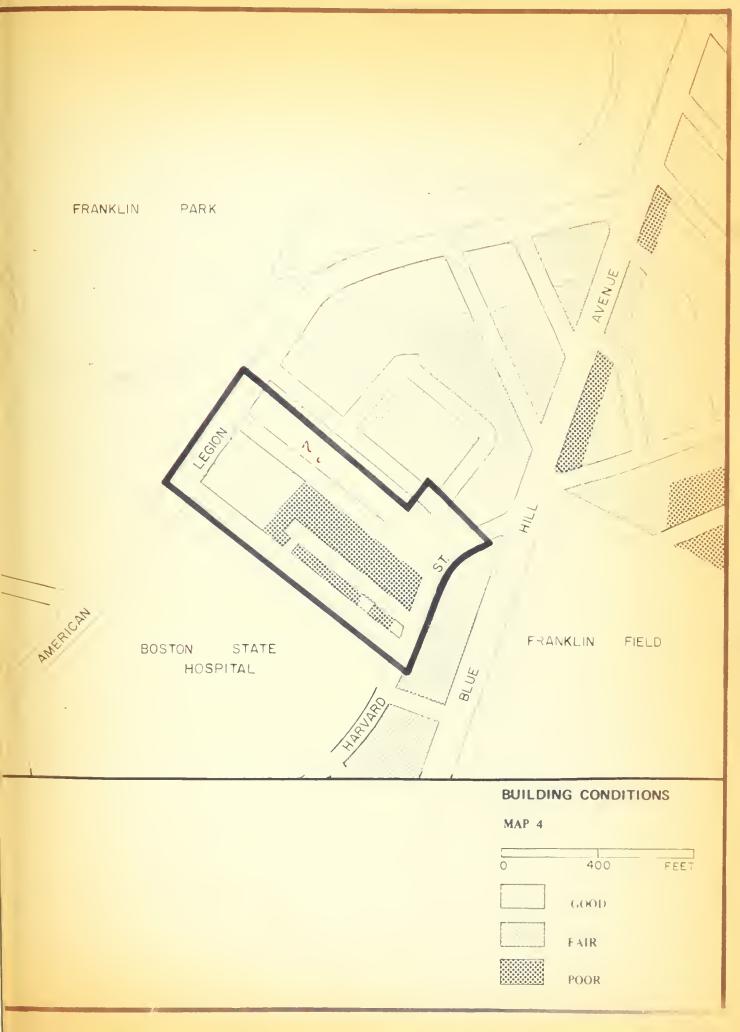


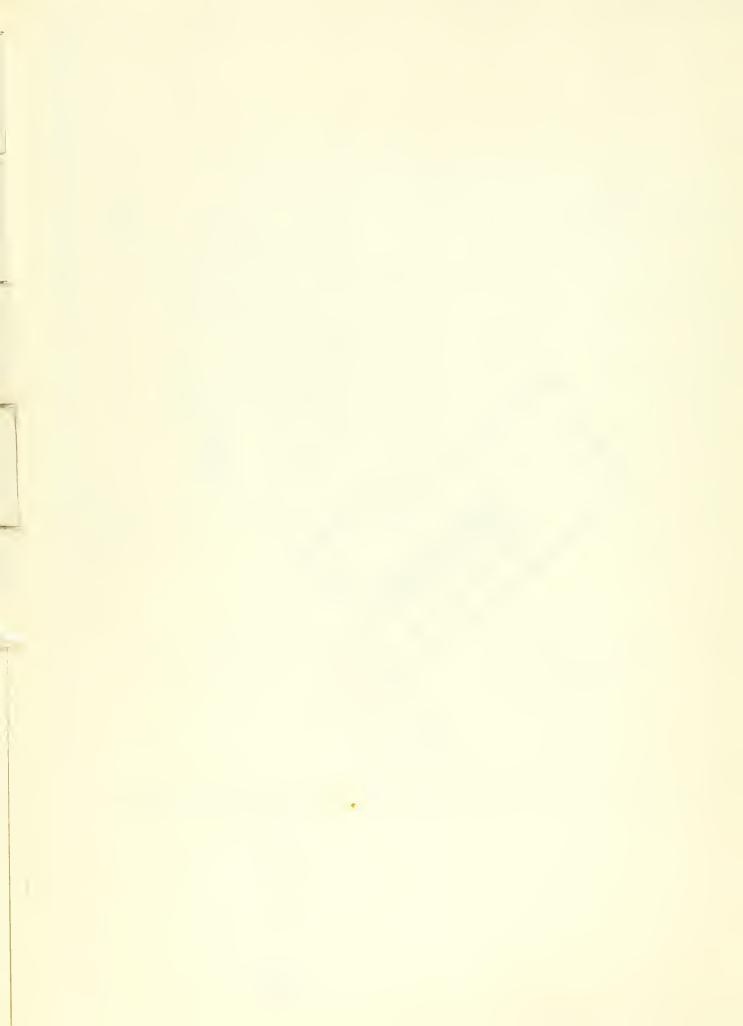
PROJECT BOUNDARY

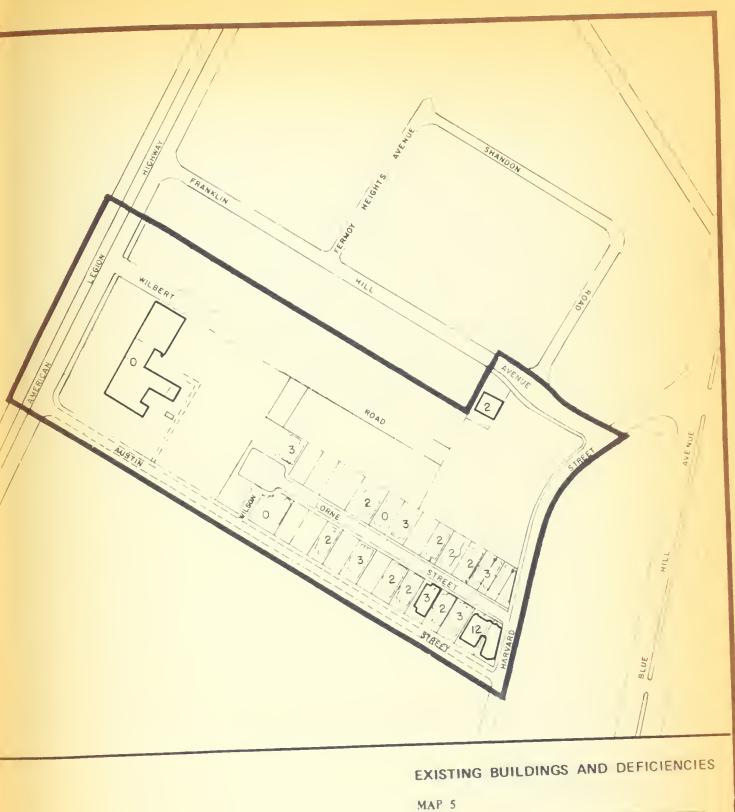


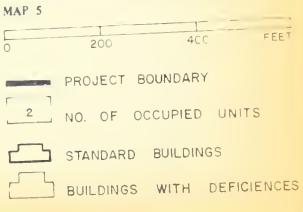




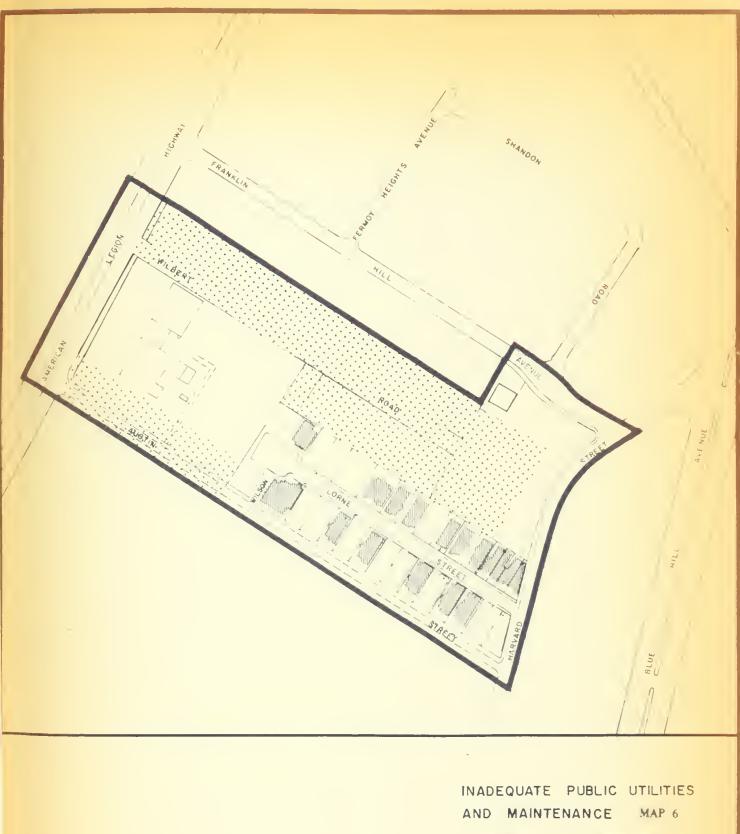






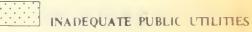






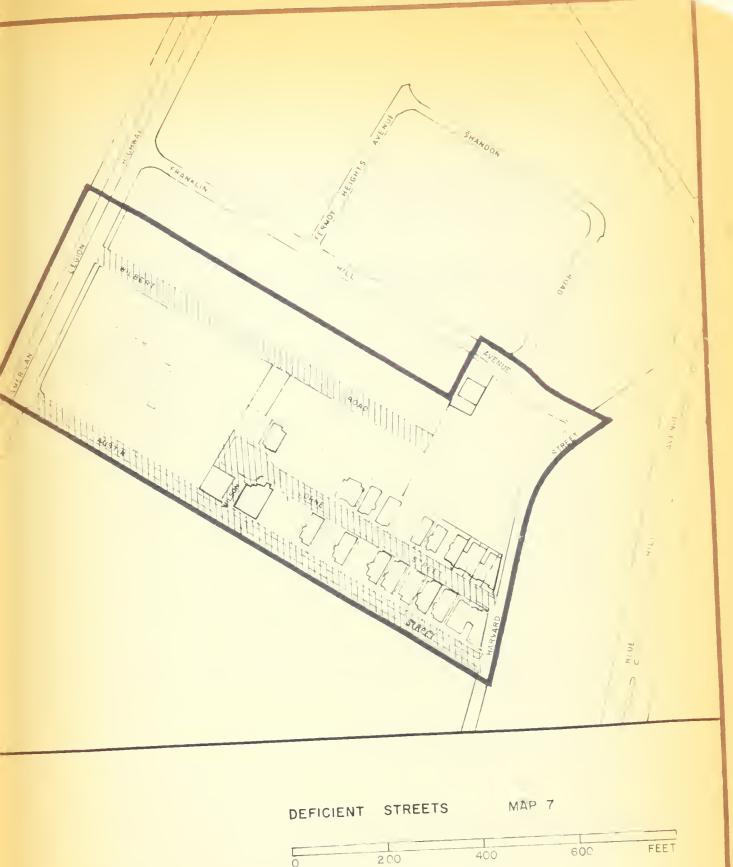


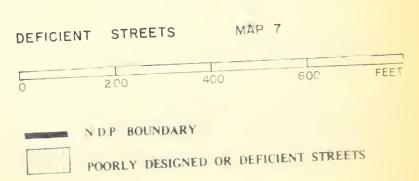
N D.P. BOUNDARY



INADEQUATE MAINTENANCE









- b. The NDP makes federal funds available for relocation payments.
- c. The NDP write-down provisions reduces the developer's seed money requirments, which brings the development of the parcel within the financial means of a non-profit or limited dividend development team.
- d. The NDP helps to make construction of low to moderate income housing possible by reducing planning, land acquisition and site improvement costs to a point where total development costs are within low to moderate income housing subsidy program mortgage limits.
- e. The NDP subsidy is the only available mechanism for reducing site costs to a point where lower density housing, compatible to the character of the existing neighborhood and life styles of the proposed families, is feasible.

In addition to the above economic and development advantages, there are several other reasons why the Lena Park proposal is particularly attractive as an NDP:

- a. The proposed site is over fifty percent vacant land, providing for rapid development of housing with a minimum of demolition and relocation.
- b. The proposed NDP has well defined boundaries. A row of conventionally financed apartments define the northern side of the rectangular shaped site while Harvard Street and the Paine Elementary School provide a boundary on the east. Boston State Hospital provides a natural southern boundary, while Franklin Park encloses the site on the west making the NDP site a self-contained development area.
- c. The Lena Park Community Service Center provides an exciting opportunity for providing innovative community services to occupants of housing built within the proposed NDP area.
- d. A total of 455 acres of open recreational space are located either adjacent to the proposed NDP or nearby (Boston State Hospital, 3 acres; Franklin Park, 407 acres; and Franklin Field, 45 acres).
- e. Commercial areas are within easy walking distance of the site.
- f. Public transportation is readily available one block from the site.
- g. A new elementary school and a Health Center are in easy walking distance from the site.
- h. The NDP is part of a comprehensive community development program that has been initiated by a strong neighborhood group and is supported by the community.
- i. The NDP fits into the BRA's overall strategy for the Mattapan-Franklin section of Dorchester of stabilizing residential sections around Franklin Field while providing community facilities that meet the needs of the neighborhood's new residents.

#### 2. Justification Boundaries

The Lena Park Site is bordered on the south by Boston State Hospital, on the west by Franklin Park, on the north by standard private housing and on the east by Harvard Street, the Paine School and Harvard Street Health Center. The NDP is a well-defined area including 6.7 acres of vacant land, 1.8 acres of residential buildings, a community service center located on 2.2 acres, and 2.2 acres of public streets. The NDP area is a well-defined site consisting of mostly vacant land and deteriorated housing bordered by existing standard housing and public facilities. The project area is small enough to be completed in one year, but large enough to affect the adjacent neighborhood positively.

### 3. Relation to Local Renewal Objectives

The General Plan for the City of Boston, prepared by the BRA in 1965, outlined several areas in the City in need of urban renewal treatment. The Lena Park NDP area is immediately adjacent to the Model City area that was recommended for renewal treatment in the general plan. The NDP plan is compatible to the plans for the model neighborhood.

The proposed reuse of the NDP area is residential. It is consistent with the 1965/1975 General Plan for the City of Boston, which proposed that the area remain predominantly residential, that shopping facilities in the vicinity be consolidated, and that community facilities be enlarged and modernized.

In addition, the proposed NDP area will: (1) remove blighted residential structures and other blighting influences; (2) add to the supply of housing for low and moderate income families currently in great demand in Boston; (3) create new jobs for area residents in the construction of the housing; and (4) extend urban renewal benefits into a blighted section of a neighborhood abutting the Model Neighborhood.

## E. Evidence Supporting Eligibility of Urban Renewal Area

The Lena Park NDP is eligible as a category II project, a predominantly vacant site slated for the construction of low to moderate income family housing.

## 1. Criteria Developed and Used for Classifying Structures

Determinations of renewal treatment are based on exterior inspections of each building. Defects and deficiencies were noted on the survey form and the building was classified to indicate the seriousness of the defect(s).

## a. Building Deficiencies to the Point Warranting Clearance

Buildings classified as deficient to a degree requiring clearance contain defects in structural elements and/or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection or similar factors which are of sufficient total significance to justify clearance.

To be classified as deficient, a structure must contain one of the following:

(1) Three or more Intermediate Defects in the basic structural elements of the building that are not correctable by normal



- (2) A combination of three or more <u>Intermediate Defects</u> plus three or more <u>Slight Defects</u> which taken collectively are causing the <u>building to have a deteriorating effect on the surrounding area.</u>
- (3) One Construction Defeat which could be economically corrected.
- (4) Two or more Building Facility Defects which could be economically corrected.
- b. Building Deficiencies to the Point Warranting Rehabilitation

Buildings that contain a combination of defects that are not serious enough to warrant clearance would justify conservation and rehabilitation. This category includes structures classified as standard. To be classified as deficient a structure must contain one of the following defects or a combination of defects.

c. Building Conditio. Warranting Classification as Sound

Buildings of such condition that no interior or exterior defects or deficiencies are noted and the construction and building facilities of which are adequate warrant classification as sound.

d. Condition of Structures

The condition of structures surveyed and subsequent classification (sound, standard, deficient) was determined by the presence of defects or deficiencies as noted on the structural survey form. These defects and deficiencies are as follows:

- (1) Building Defects
  - (a) Slight Defects: Conditions which are normally corrected during the course of normal maintenance.

#### Exterior:

Paint: cracked, peeling or missing
Porches and Steps: slight damage
Windows and Doors: cracked or broken
Mortar Joints: slight wearing away of mortar between
brick and masonry.
Gutters and Downspouts: broken or missing

#### Interior:

Paint or Paper: peeling or missing Plaster: cracked or loose Stairs: slight damage Windows and Doors: wearing on sills and frames

(b) Intermediate Defects: Conditions in more than 20% but less than 50% of the defective unit indicating the need for repairs more serious in nature than those correctable by routine maintenance.

#### Exterior:

Foundations, Walls, Roof: holes, open cracks, loose, or missing parts, bent or sagging Chimney: loose or missing bricks, cracks Windows and Doors: loose, broken or missing Porches and Steps: sagging, broken, or unsafe

#### Interior:

Rafters and Ceiling, Floors and Beams, Walls and Columns: holes, open cracks, loose, rotted or missing parts, bent or sagging Windows and Doors: rotted or sagging sills or frames Stairs: broken, rotted, loose, or missing

(c) Critical Defect: Serious damage in over 50% of the defective unit correctable only by extensive repairs.

#### Exterior:

Extensive Damage: fire, flood, storm, abandoned, dilapidated, irrepairable. Foundation, Walls, Roof: structural failure - sagging, buckled, out of plumb Foundation, Walls, Roof: holes, open cracks, loose, rotted or missing parts, bent or sagging

### Interior:

Rafters and Ceiling, Beams and Floors, Columns and Walls: structural failure - sagging, bent, out of plumb,

Rafters and Ceiling, Beam's and Floors, Columns and Walls: holes, open cracks, loose, rotted or missing parts, bent or sagging

- (2) Construction Defects: Due to makeshift materials or inadequate conversions.
  - (a) Shack or hut serving as principal structure for use involved.
  - (b) Structure with makeshift walls, or built of scrap lumber or other scrap materials or materials not commonly used for permanent construction.
  - (c) Structures with dirt floors.
  - (d) Inadequate converted sheds, barns, garages or residences not compatible with the use.
  - (e) Inadequate floor load bearing capacity as related to use.
  - (f) Structures with inadequate foundations.
  - (g) Inability of non-residential structures to contain noise, vibrations, or odors resulting from current use.
  - (h) Obsolete building layout for present use.
- (3) Building Facility Defects
  - (a) Mechanical Facilities

No running water in non-residential structures nor running hot and cold water in each dwelling unit of a residential structure.

No interior toilet or inadequate toilet facilities in relation to the needs of employees in non-residential structures, no private bath or shower for each dwelling unit in residential structures.

Lack of central heat or properly installed space heaters in dwelling units where heating is necessary.

No private Kitchen, including cooking facilities for each dwelling unit.

Inadequate wiring or electrical facilities.

Inadequate elevator facilities where such are considered essential for the functioning of the structures.

Inadequate ventilation and natural light necessary to the use of the building.

Inadequate drainage facilities.

Corroded and deteriorating plumbing and inadequate water pressure.

(b) Safety Facilities

Lack of fire control facilities.
Lack of fire prevention facilities.
Unsafe or inadequate exits and stairwells.
Unsafe heating system.
Unsafe wiring or unsafe electrical facilities.
Unsafe stove or furnace installations.

(4) Remarks Section: If, in making the survey, there was doubt concerning a particular defect, it was explained briefly in the "Remarks" Section.

Also, blighting environmental influences affecting the property being surveyed were noted but not included in the scoring. The commonly recognized blighting influences are:

- (a) Overcrowding or improper location of structures on the land.
- (b) Excessive dwelling unit density.
- (c) Obsolete building types which through lack of use or maintenance have a blighting influence.
- (d) Detrimental land uses or conditions such as incompatible uses, structures in mixed use or adverse influence from noise, smoke or fumes.
- (e) Unsafe, congested, poorly designed, or otherwise deficient streets.

- (f) Conversion to incompatible types of uses.
- (g) Inadequate public utilities or community facilities contributing to unsatisfactory living conditions or economic decline.
- (h) Other equally significant deficiencies.
- 2. Description of Types of Surveys Made

In March 1972, members of the Rehabilitation Department of the BRA conducted an exterior walking survey of the Lena Park NDP area. Interior surveys will be undertaken prior to submission of this application to the Boston Redevelopment Authority for approval.

3. Distribution of Deficiencies

Building and environmental deficiencies are reasonably well distributed throughout the NDP area.

4. Description of Criteria used in assigning Residential Character to Properties in Mixed Use and Vacant Parcels.

In the case of an area in mixed use, the predominant use is assigned according to the greatest amount of floor area devoted to a use. In the case of vacant parcels, predominant use is determined by abutting properties and to the predominant character of the surrounding parcels.

F. Statement regarding the Workable Program for Community Improvement

The City of Boston has had its Workable Program for Community Improvement recertified until July, 1972. A new Workable Program for Community Improvement for 1972-74 has been prepared and submitted to HUD. This NDP, including dates of adoption and specific elements of this proposal, are contained in the Workable Program for Community Improvement.

G. Designation of Urban Renewal Area by Boston Redevelopment Authority and City of Boston

Before this application is formally submitted to HUD, the Boston City Council and the Board of the Boston Redevelopment Authority will designate the proposed NDP area as an urban renewal area.

H. Areas excluded from Urban Renewal Area

The entire NDP area will be included in the Urban Renewal Area.



U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NEIGHBORHOOD DEVELOPMENT PROGRAM

# SUMMARY OF URBAN RENEWAL AREA DATA

Submission: Initial X Revision

	( + 2 - + 1
LOCALITY	
Boston, Mass.	
PROGRAM AND AREA NUMBER	
AREA NAME	
Lena Park	
COUNTY(S)	
CONGRESSIONAL DISTRICT(S) IN	

INSTRUCTIONS: To be completed and submitted with the initial application for each separate urban renewal nrea covered by the Neighborhood Development Program. To be revised and resubmitted only if the boundaries of the area are changed, or for substantial changes affecting the land use plan provisions of the Urban Renewal Plan.

, , ,	- manges affe	etting the tuni	r use pian pro	visions of th	ie Urban Re	eneual Plan.			
CATEGORY: II		MINANT TRE	1	3. RELATION TO APPROVED MODEL CITIES AREA					
Sec. 111 disaster orea	Rehabi	litation				nodel cities are			
4. PRESENT CHARACTER OF AREA AND CONDITION OF BUILDINGS	USES	APLATED LA	,	Area is entirely within model cities area					
Built up  X Predominantly open		inantly resider		NUMBER OF ACRES WITHIN MODEL CITIES AREA: 0					
Open  (Check one below unless area is "Open")  **Predominantly residential*  Not predominantly residential*	(a) Total		with	LLING UNITS					
ESTIMATED NUMBER OF SITE OCCUPANTS	WHITE Yonminority	NEGRO/ BLACK	AMERICAN INDIAN	ORIENTAL	SPANISH AMERICAN	OTHER MINORITIES	TOTAL		
o. Families in area	3	27 ·	0	0	0	0	30		
b. Individuals in area	0	4	0	0	0	0	4		
c. Business concerns (including nonprofit organizations) in oreo	0	1	0	0	0	0	1		
SUBMITTED BY:									
Date			Signature	2		_			
Boston Redevelopment Autho Local Public Agency		Director	Title			-			



CONDITION	DESCRIPTION OF EXTENT TO WHICH CONDITION EXISTS (Give source of information. If additional space is required, continue on a plain sheet and attach to this form.)
1. Overcrowding or improper locotion of structures on the land	NOT PRESENT
2. Excessive dwelling unit density	NOT PRESENT
Canversions to incompatible types of uses, such as raaminghouses among family dwellings	NOT PRESENT
Obsolete building types, such as large residences or other buildings which through lock of use or mointenance have oblighting influence	NOT PRESENT
Detrimental land uses or canditions, such as incompotible uses, structures in mixed use, or adverse influences from noise, smoke, or fumes	The majority of buildings have not been adequately maintained and adversely affect nearby residential properties.
Unsofe, congested, poorly designed, ar otherwise deficient streets	Lorne Street is a dead end street which does not adequately serve the interior of the NDP Area.
Inodequate public utilities or community focilities contributing to unsatisfoctory living conditions or economic decline	Public sewer, water and gas lines currently do not serve the center of the NDP area. In addition, present street lighting is inadequate and leads to security problems.
Other equally significant environmental deficiencies	Wilbert Road, Austin Road and other vacant lots located within the N.D.P. Area are a littered dumping ground.

### DATA ON URBAN RENEWAL AREA

Present Character, Condition of Buildings, and Proposed Land Uses

(Complete this page for each separate urban renewal area covered by the NDP. Areas shall be shown to the nearest acre. Total area within perimeter boundaries of the urban renewal area shall be accounted for, excepting only any interior areas which have been excluded from the urban renewal area. Meanings of terms are identical with those in RHM 7205.1. chapters 1 and 2.)

		ACRE	AGE		CONDITION OF			
		BYPRE	SENT CHAP	BUILD	ACREAGE			
ITEM		IMPR	OVED			NUMBER	BY	
	TOTAL	WITH BLDGS OR STREETS	W OTHER IMPROVE- MENTS	UNIM- PROVED	TOTAL BUILDINGS	WITH DEFI- CIENCIES	LAND USES	
DTAL	12.9	0.7	0	6.7	19	16	12.9	
Streets, alleys, public rights-of-way, Total	2.2	0.7		1.5			2.9	
Residential, Total	1.8	1.8	0	0	18	16	7.8	
A. Dwelling purposes	1.8	1.8	0	0	18	16	7.0	
B. Related public or semipublic purposes	0	0	0		0	0	0.8	
Nonresidential, Total	8.9	1.2	1.0	6.7	1	0	2.2	
A. Commercial	0	0	0	0	0	0	0	
B. Industrial	0	0	0	0	0	0	0	
C. Public or semipublic (institutional)	2.2	1.2	1.0	0	1	0	2.2	
D. Open or unimproved land not included in 3A, B, or C above.	6.7			6.7				
780-P		HUD-Wo	sh., D.C.				-	

### CLEARANCE AND REDEVELOPMENT AREA REPORT (PART B)

### A. Maps of N.D.P. Area:

- 1. Clearance Boundaries, Property Lines, and Building Outlines (See Map 8).
- 2. Existing Land Use and Location of Substandard Buildings (See Map 9).

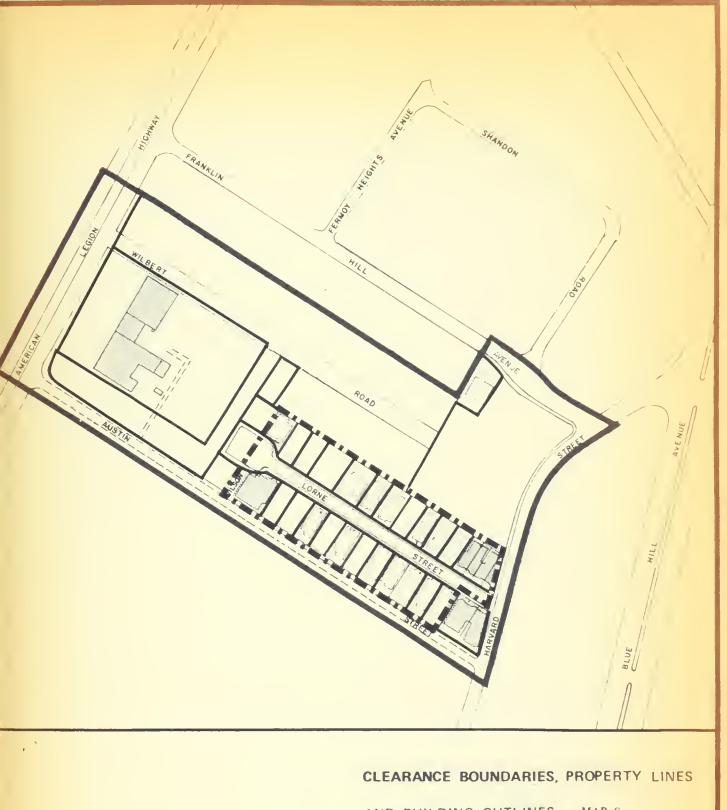
### B. Clearance Eligibility

The following three buildings have been rehabilitated or can be economically rehabilitated and, therefore, have not been included in the clearance area: (1) the Lena Park Community Service Center located at 150 American Legion Highway; (2) the two-family structure located at 8 Franklin Hill Avenue; and (3) the brick apartment building located at 2 to 4 Lorne Street.

As shown on Map 8, the clearance area is bounded on the south by Austin Street, on the West by the vacant parcel owned by the Jewish Child Welfare Association, on the north by the vacant parcels owned by the Jewish Child Welfare Association and HUD, and on the East by Harvard Street and the newly rehabilitated building located at 2 to 4 Lorne Street.

### C. Clearance Survey

Detailed exterior surveys have been made by the Rehabilitation Department of the BRA in March, 1972, and interior surveys in June, 1972, in accordance with the criteria for clearance areas set forth in the Urban Renewal Handbook. Sixteen of a total of nineteen buildings (84% of the buildings in the clearance area) were found to be deficient to a degree requiring clearance.



AND BUILDING OUTLINES MAP 8

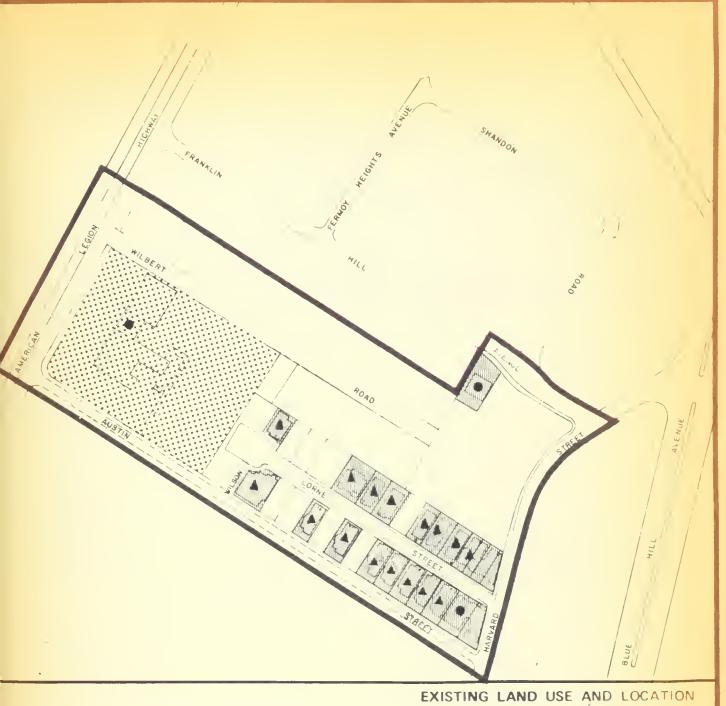
PROPERTY LINES

CLEARANCE BOUNDARY

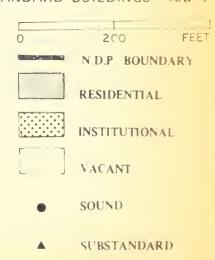
BRICK BUILDING

WOOD FRAME BUILDING





OF SUBSTANDARD BUILDINGS MAP 9





### DATA ON CLEARANCE AND REDEVELOPMENT AREA

Complete and submit as attachment to data on urban renewal area for each separate clearance and redevelopment area within that urban renewal area. Identify clearance area:

	17								
		ACRI	EAGE		СО				
ITEM	TOTAL	WITH BLOGS.	SENT CHAI ROVED W/OTHER IMPROVE-		TOTAL BUILD- INGS	NUMBER WITH DEFI- CIENCIES	NUMBER STRUC- TURALLY SUB- STAND- ARD	NUMBER WARRAN- TING CLEAR- ANCE TO REMOVE BLIGHTING IN- FLUENCES	ACRE- AGE BY PRO- POSED
		OR STREETS	MENTS				RE- QUIRING CLEAR ANCE		USES
TOTAL	2.4	2.4	0	.0	12	11	10	1	2.4
1. Streets, Alleys, Public Rights-of-Way, Total	.6	.6		0					.5
2. Residential, Total	1.0	1.0	0	0	12	11	10	1	1.9
A. Dwelling Purposes	1.0	1.0	0	.0	12	11	10	1	1.9
B. Related Public or Semipublic Purposes	0	0	0	0	0	0	0.	0	0
3. Nonresidential, Total	.8	.8	0	0	0	0	0	0	0
A. Commercial	0	0	0	0	0	0	0	0	0
B. Industrial	0	0	0	0	0	0	0	0	0
C. Public or Semipublic (Institutional)	0	0	0	0	0	0	0	0	0
D. Open or Unimproved Lond Not Included in 3A, B, or C Above	.9			0					
	BLICHT	INC INELL	IENCES WA	DRANTING	CLEADA	NCE			

#### BLIGHTING INFLUENCES WARRANTING CLEARANCE

(Check	t as appropriate an	d indicate numbe	rof	f buildings warranting	clearance	to remove	each	blighting	influence.,	)
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1.	Overcrowding or Improper Location of structures on the lond Number of buildings	6. 🔀 Unsofe, congested, poorly or otherwise deficient stree  4 Number of Buildings
2.	Excessive dwelling unit density  Number of buildings	7. Note that the second of the
3.	uses, such as roominghouses among	2 Number of buildings
	fomily dwellings  Number of buildings	<ol> <li>Other equally significant endeficiencies (Specify):</li> </ol>
4.	<ul> <li>Obsolete building types, such as large residences or other buildings which through lock of use or maintenance have a blighting influence</li> <li>Number of Buildings</li> </ul>	Inadequate maintenance of bu utilization of land.
5.	Detrimental land uses or conditions,	
	such as incompatible uses, structures	14 Number of huildings

or community facilities ory living conditions

nvironmentol

ildings and inefficient

18 Number of buildings

from noise, smoke, or fumes Number of buildings



SPOT CLEARANCE REPORT (PART C)

Spot clearance is not anticipated within the Lena Park Neighborhood Development Program.

PET OLEMBORO INFLUENCE CENTER

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SPECIFIC SUBSTANDARDNESS CRITERIA TO JUSTIFY CLEARANCE (PART D)

The BRA submitted specific substandardness criteria for identifying buildings to be cleared with its original NDP application for the Sumner Street, East Boston NDP in July, 1971.

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#### A. DESCRIPTION OF LENA PARK NDP URBAN RENEWAL AREA

### 1. Description of NDP Area

The Lena Park NDP is a 12.9 acre site located in a predominantly residential neighborhood south of the Boston Model Neighborhood between Blue Hill Avenue and American Legion Highway. As shown on Map 4, the NDP is bordered: (a) on the south by Boston State Hospital; (b) on the west by Franklin Park; (c) on the north by standard privately owned housing; and (d) on the east by the Paine Elementary School and Harvard Street Health Center, both of which are located on Harvard Street.

The NDP is a well defined area including 6.7 acres of vacant land, 1.8 acres of residential structures, a 2.2 acre community service center and 2.2 acres of public streets. The NDP area contains nineteen buildings, one of which is an institutional structure with the remaining eighteen structures being residential structures. Sixteen of the residential structures have been found to be dilapidated beyond the point where it is feasible to rehabilitate them and are scheduled to be demolished in order to eliminate blighted conditions and accomplish objectives of the housing development

### 2. Legal Description

plan.

Beginning at a point, said point being the intersection of the southerly sideline of Austin Street extended to the westerly sideline of American Legion Highway and running northerly by said westerly sideline of American Legion Highway to a point, said point being the intersection of same and the extended southerly property line of property now or formerly of Franklin Apartments, Inc.

Thence turning and running southeasterly and northeasterly respectively by the extended southerly property line and the easterly property line of land now or formerly of Franklin Apartments, Inc., extended to a point, said point being the intersection of same and the northerly sideline of Franklin Hill Avenue;

Thence turning and running southeasterly by the northerly sideline of Franklin Hill Avenue extended to a point, said point being the intersection of same with the easterly sideline of Harvard Street;

Thence turning and running southerly by the easterly sideline of Harvard Street to a point, said point being the intersection of same with the extended southerly sideline of Austin Street;

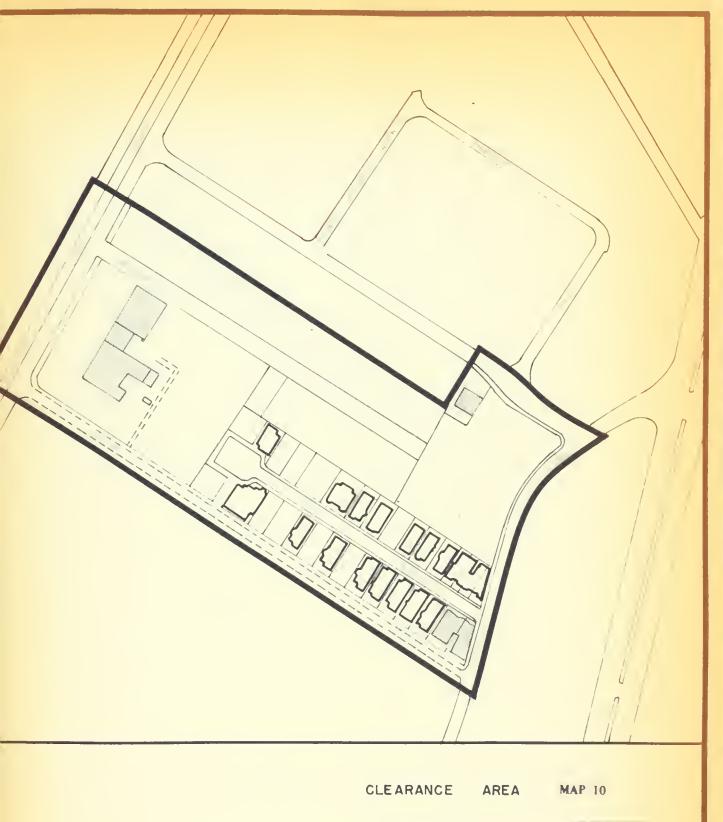
Thence turning and running northwesterly by the extended southerly sideline of Austin Street to the point and place of beginning.

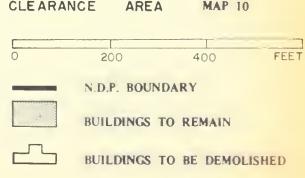
- 3. N.D.P. Boundary and Clearance Areas (See Map 10).
- 4. Acquisition Areas (See Map 11).

#### B. STATEMENT OF DEVELOPMENT GOALS

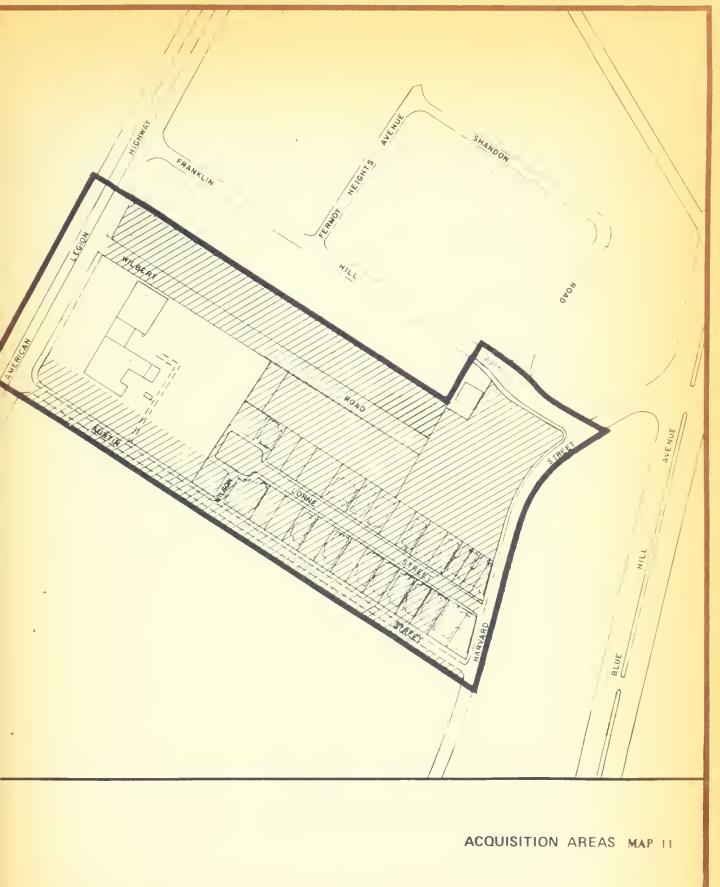
The physical goals of the Urban Renewal Plan are: (1) to remove structurally substandard buildings; (2) to eliminate blighting influences; (3) to remove impediments to land disposition and development; (4) to rehabilitate structurally

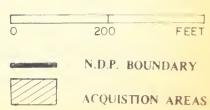














deficient buildings; (5) to increase the supply of low and moderate income family housing; (6) to improve public thoroughfares and public rights-of-way; and (7) to improve public utilities.

The social and economic goals of the plan are: (1) to create an enhanced living environment; (2) to provide higher standards of living; (3) to encourage a more active involvement in the maintenance and upkeep of properties; (4) to promote a more active concern in community affairs; (5) to increase the awareness and appreciation of the neighborhood and community as a whole; and (6) to increase employment opportunities.

Specific objectives for the Lena Park Area in the 1972-73 Action Year include:

- 1. Provide a site ready for the construction of low and moderate income family housing.
- 2. Improve the traffic circulation system.
- Implement and advance the National goal of increasing the existing housing supply for low and moderate income families and individuals.
- 4. Acquire and clear the deteriorated residential structures on Lorne Street.
- 5. Eliminate obsolete, incompatible, and deteriorating buildings which depress the physical condition and character of the area and contribute to the growth of blight.
- 6. Provide adequate utilities to the entire site.

#### GENERAL LAND USE PLAN

1. Land Use Maps

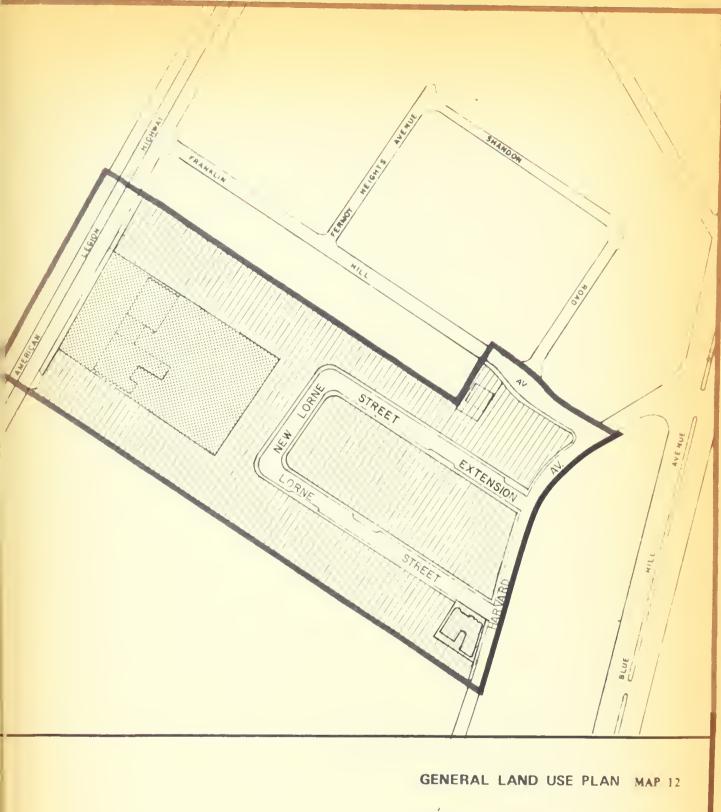
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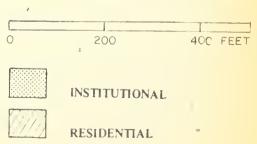
- a. General Land Use Plan (See Map 12).
- b. Proposed Circulation Routes (See Map 13).
- c. Proposed Site Plan (See Map 14).
- 2. Development Plan and Density Requirements

An analysis of the Lena Park site and its adjacent neighborhood indicates that the area is changing rapidly both in terms of the people living there and in terms of a large unmet need for large family housing. The Lena Park site offers the community an opportunity to lessen the adverse effects of change, improve the quality of life in the neighborhood, and provide badly needed low and moderate income family housing.

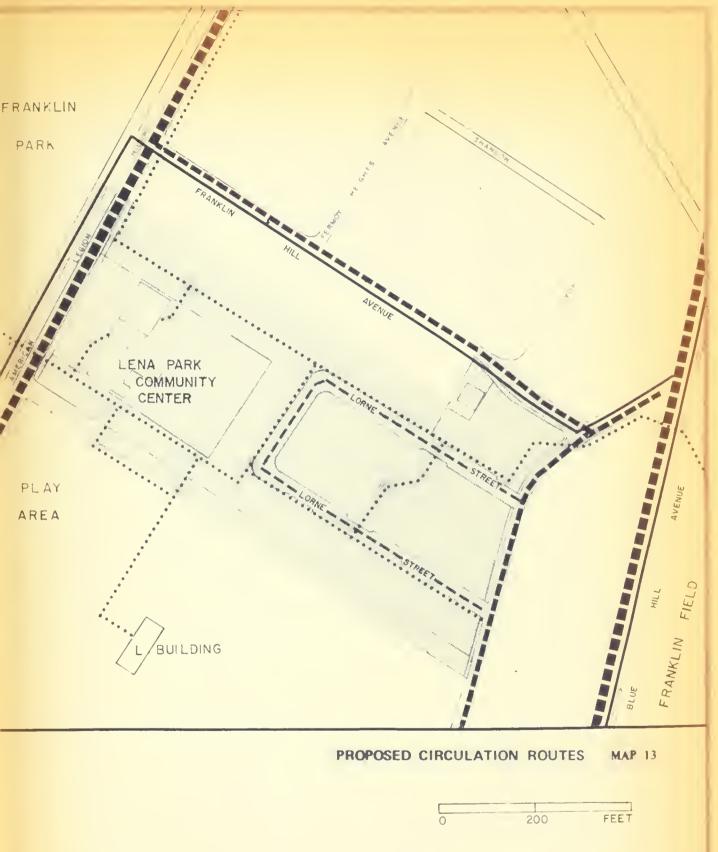
The Lena Park Community Service Center can serve as a focus for community activities where new and long-time residents can recreate, receive needed health and social welfare services, and become acquainted with each other. Of these resident groups, low and moderate income families with children are presently creating the greatest demand for housing in the Lena Park area. The elderly, who continue to comprise a substantial portion of the total population, also appear to be creating a demand for housing, but to a lesser degree.

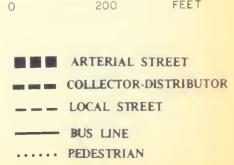




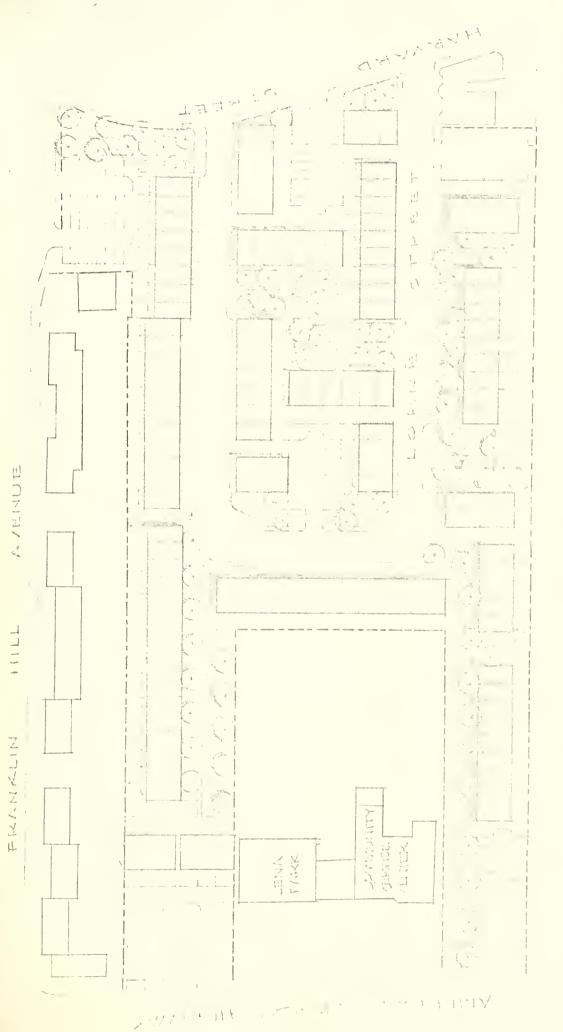












PROPOSED SITE PLAN

DORCHESTER - LENA PARK

BOSTON REDEVELOPMENT AUTHORITY



It is proposed, therefore, that the Lena Park site be developed for medium high density new family housing. The development plans should be responsive to the housing needs indicated above by providing a substantial number of large units for families with children and a number of smaller ones which may be occupied by elderly.

The development plan calls for acquiring vacant land in the Lena Park N.D.P. Area along with the dilapidated buildings along Lorne Street and develop approximately 250 to 300 units of housing in low rise structures for low and moderate income families. The proposed bedroom composition is shown below.

# Proposed Bedroom Distribution

Type of Unit	Percent of Units
Efficiency One Bedroom Two Bedroom Three Bedroom Four and Five Bedroom	. 10 25 30 25 10
Total Development	100%

The net project density is approximately 30 to 35 dwelling units per net residential acre. Tentative plans call for duplexed apartments with balconies or private yards included with each unit. These apartments would be through apartments with windows on either end of the apartment providing cross ventilation of the apartment and natural lighting. The buildings will be three- and four-story walk-up garden apartments 30 to 40 feet in height. All housing plans will meet minimum Federal Multi-Family Property Standards and local building codes.

The site plan calls for a hierarchy of recreation and open spaces. The recreation spaces will include a yard or balcony relating to each unit, a series of tot lots and sitting areas dispersed so as to be convenient to each unit, and active recreation spaces on abutting land owned by the Lena Park Community Service Center and Boston State Hospital.

The site has been designed to disperse parking in small lots throughout the site. One parking space will be provided for each housing unit built.

In addition, a series of green spaces and walkways are proposed that take advantage of vistas created by the topography of the site. Public walkways through the site are proposed to provide pedestrian access, separated from vehicular traffic, linking Franklin Field, commercial facilities on Blue Hill Avenue, the Lena Park Community Service Center, the Community Mental Health Center in the "L" Building at Boston State Hospital, bus stops, and Franklin Park.

The proposed redeveloper will submit to the BRA all plans for the development of the Urban Renewal Area. The BRA and PAC will jointly review these plans as outlined in "The Design Review Process and Redeveloper's Architectural Submissions for Housing Parcels," included as Exhibit 1 herein.

Final working drawings are to be approved by the BRA Board before the BRA will dispose of any parcel to the proposed developer. An attached statement shall briefly state the approximate number of units, unit composition, number of residents, parking, servicing, open space, management, tenant selection process, signs, staging, provisions for refuse, collection, utilities, and other matters connected with the operations of the completed housing.

#### a. Local Commercial

Limited local commercial space that serves the needs of the housing's occupants shall be permitted. Adequate facilities for off-street loading shall be provided.

## b. Sign Regulations

No billboards or other non-accessory signs shall be allowed. Signs will be restricted to the non-animated, non-flashing types, identifying only the establishment and the nature of its product. No sign shall project beyond the face of the building more than 24 inches. All signs must be approved by the BRA.

## c. Off-Street Parking Areas

- (1) In any parking lot providing spaces for 20 or more vehicles and/or those adjacent to or facing a residential district, the Redevelopment Authority will require the planting and maintenance of trees or shrubs within and along the borders of such parking areas.
- (2) Screening shall be provided on sides which abut streets and/or properties of dissimilar uses, except that no screening is required of a parking area where the elevation of the Lot Line is six (6) or more feet higher than the finished elevation of the parking surface. The parking area screening shall meet the following conditions:
  - (a) The screening shall not be less than four (4) feet and not more than six (6) feet in height above the grade of parking lot surface, but in no case shall be permitted to constitute a traffic hazard. Such screening shall be maintained in good condition.
  - (b) Materials to be used in screening must be approved by the Boston Redevelopment Authority.
- (3) Off-street parking lots should be at least 60-feet wide with 9-foot wide parking stalls.



- (4) Other Special Provisions Regarding Parking Area
  - (a) Lighting used to illuminate the lot shall be so located and shielded so as to prevent glare on the adjacent properties.
  - (b) Except for emergencies, no automobile repair or service of any kind shall be conducted in the parking area.
  - (c) No signs of any kind, other than ones designating entrances, exits or conditions of use shall be maintained in or around the parking area.
  - (d) A rail, fence, wall or other continuous barricade of a height sufficient to retain all cars completely within the property shall be provided, except at exit or entranceways.
  - (e) Parking areas shall be separated from the street and adjacent property lines by curbed and landscaped buffer strips at least five (5) feet in width.
  - (f) Redeveloper must demonstrate to the Boston Redevelopment Authority that, in addition to resident parking, adequate provision will be made for visitor parking.

# 3. Planning Criteria and Standards

a. Type, Intensity and Location of Accessory or Supporting Facilities to Predominant Land Use Categories

In residential areas the following supporting facilities will be permitted:

(1) Local Commercial Facilities

Local commercial facilities such as grocery stores, drug stores and personal service establishments provided that they serve surrounding areas within a one-half mile radius or 8 to 10 minutes walking distance are permitted. This will be located strategically on principal streets.

#### (2) Recreational Facilities

- (a) Neighborhood Parks: Minimum of .5 acres of land to be used for every 1,000 persons in an area. These shall be located at easily accessible central points.
- (b) Neighborhood Playgrounds: Minimum of 1 acre of land to be used for neighborhood playgrounds will be provided for every 1,000 persons in an area. These playgrounds shall be located in areas where a high concentration of children exists.

- b. Type, Location and Other Characteristics of Internal Circulation System
  - (1) Lorne Street

Lorne Street will be a local street used primarily for land access and to bring traffic to secondary and major streets. Local streets usually carry less than 1,500 vehicles per day.

- (2) Lorne Street shall have a 52-foot right-of-way consisting of two 8-foot sidewalks and a 36-foot pavement. The 36-foot pavement will be divided into two 8-foot parking lanes and two 10-foot travel lanes.
- c. Need, Type, Location and Other Characteristics of Public Improvements and Facilities Not Shown on Land Use Plan Map

All of the proposed public street improvements are shown on the General Land Use Plan (Map 12). In addition to streets, public improvements will include the provision of water and sanitary sewer lines, street lighting, traffic and fire signal systems. (See Maps 17 and 18.)

D. URBAN RENEWAL TECHNIQUES TO BE USED TO ACHIEVE PLAN OBJECTIVES

A designation of properties subject to rehabilitation or acquisition is included in the Acquisition Areas Map (see Map 11). A tabulation of properties to be acquired and buildings to be demolished is included as Exhibit 1 herein. The proposed types of renewal action within the NDP area include a combination of clearance activities, rehabilitation, changes in land use, and provision of housing for low and moderate income families.

#### 1. Rehabilitation

a. Conditions Under Which Rehabilitation of Properties or Areas Will Be Permitted

Plan objectives will be accomplished through rehabilitation whenever it has been determined that it is economically feasible to rehabilitate a deteriorated property. Economic feasibility shall be based on the structural condition of a property or group of properties. For a detailed explanation of structural conditions upon which economic feasibility is based, see Section 2, Acquisition and Clearance below.

b. Special Conditions Under Which Properties Will Be Acquired For Rehabilitation by the BRA

Properties within NDP areas will not be acquired by the BRA provided that owners rehabilitate their properties or establish their intent to rehabilitate their properties within a four month period after a rehabilitation proposal has been submitted by the BRA to each property owner of buildings that are compatible

to reuse plans. The rehabilitation of all properties will be in conformance with the provisions of the Urban Renewal Plan, Property Rehabilitation Standards and such state and local laws as may be applicable.

Upon acquisition of such properties, the BRA will either:

- (1) Demolish the structure or structures thereon and dispose of the land for redevelopment at its fair market value for uses in accordance with the Urban Renewal Plan; or
- (2) Sell or lease the property at its fair market value subject to rehabilitation in accordance with the Minimum Property Rehabilitation Standards and Objectives of this Urban Renewal Plan; or
- (3) Rehabilitate the property for demonstration purposes. Should the BRA acquire property through the owner's non-compliance as stated above for any other reason, the property may at the discretion of the BRA be cleared and marketed as vacant land, or be resold to a redeveloper who conforms to BRA criteria and furnishes an acceptable written agreement stating that he will rehabilitate the property in conformance with the Property Rehabilitation Standards within a reasonable time.

## c. Property Rehabilitation Standards

The minimum property standards for the Lena Park N.D.P. will be the Boston Building Code and the Minimum Multi-Family Rehabilitation Standards outlined in HUD-PG-50.

# 2. Acquisition and Clearance

The following conditions are the basis under which property will be acquired and cleared.

#### a. To Remove Substandard Conditions

A listing of properties to be acquired to remove structurally substandard conditions is included as Exhibit 2 at the end of this section. (For a checklist of building deficiencies see Exhibit 3 included at the end of this section.) A building is determined to be structurally substandard if it contains one of the following:

- (1) One or more critical defects, plus one or more intermediate defects.
- (2) A combination of four or more intermediate defects provided that the intermediate defects are in the basic structured elements such as foundations, bearing walls, roofs, floors, beams, rafters, girders or columns, or if in non-structural elements that could not be reasonably rebuilt or repaired.
- (3) One or more construction defects which could not be economically corrected.

- (4) Two or more building facility defects which could not be economically replaced, repaired, rebuilt or added to the building.
- b. To Remove Blighting Influences

A listing of properties to be acquired and cleared to remove blighting influences in this Action Year is included as Exhibit 2 at the end of this section.

A blighting influence is one which detracts from surrounding buildings or the neighborhood in general. A building to be cleared to eliminate the blighting influence must be responsible for the blighting influence, not affected by it. Some examples of blighting influences are age and obsolescence; partially or completely vacant structures; inadequate conversion to other uses, and use of land which is incompatible with surrounding uses.

c. Provide Land for Public Improvements or Facilities

Some properties are being acquired in order to improve and extend Lorne Street.

D. Promote Historic or Architectural Preservation

No properties will be acquired and cleared to promote historic or architectural preservation in the Lena Park NDP.

e. Provide Land for Redevelopment and Other Plan Objectives

Properties will be taken whenever it becomes necessary to do so in order to carry out the goals and objectives of the Urban Renewal Plan as stated in this application.

3. Temporary Project Improvements and Facilities

No temporary project improvements or facilities are presently anticipated in the Lena Park NDP.

#### E. LAND DISPOSITION SUPPLEMENT

1. Land Use Provisions on Land for Sale or Lease

The following land use provisions and building requirements are intended to bring about a quality of new development which will result in substantial long-term values to the community and the creation of a viable neighborhood for low and moderate income families.

a. Applicability

The land use provisions and building requirements shall apply to all land made available for redevelopment within the Lena Park NDP boundary limits.

#### b. Restrictions on Uses of Land

#### (1) General Restrictions

No covenant, agreement, lease, conveyance, or other instrument shall be effected or executed by the BRA or by the purchasers or lessees from it (or any successors in the interest of such purchasers or lessees), by which land in the NDP Area is restricted, either by the BRA or by such purchasers, lessees, or successors in interest upon the basis of race, creed, color, or national origin, in the sale, lease, or occupancy thereof.

# (2) Restriction in Disposition Contracts

The foregoing restrictions shall be implemented by appropriate covenant or other provisions in land disposition instruments.

## c. General Controls for Redevelopment of Real Property

The basic standards and controls for the redevelopment of real property shall be the provisions of this Plan herein set forth, the City of Boston's Building Code, Electrical Code, Plumbing Code, Fire Prevention Code, the Zoning Ordinance and Housing Standards Ordinance in effect. In all cases the more restrictive code shall govern. Since the proposed family housing will be subsidized under a federal subsidy and mortgage insurance program, the housing will meet HUD's minimum property standards for multi-family rental housing.

# (1) Design Review

Specific proposals for the redevelopment of all parcels shall be evaluated by the BRA as to the manner in which they achieve the objectives, standards, and controls of this Plan. While the redeveloper will be given freedom in concept, design, and layout within the standards specified in this Plan, the structures and any facilities to be erected must reflect distinguished architectural expression and techniques in order to signify quality and permanence.

# (2) Landscaping

All areas not specifically designated for a building, parking, loading, access drives, walkways, or terraces shall be suitably covered with grass or turf or other suitable material as approved by the BRA and shall be suitably landscaped with shade trees and shrubs. At least 10% of any parking area or lot which holds more than 20 cars shall be landscaped with trees and/or shrubs of sufficient size and capacity to aesthetically break up any large expanse of pavement and to guide traffic. Trees with low growing branches, gum or moisture, seeds or pods shall be avoided. Tree planting strips shall be at least 5-feet wide for proper tree growth.

No trees, shrubs, or other plantings shall be situated or or near a street corner where they may cause danger by obstructing the view. All trees and shrubs shall be maintained at mature heights, periodically trimed and attractively maintained. All grass shall be kept out a length no greater than 3 inches and adequately fertilized and seeded to maintain an attractive appearance.

(3) Maintenance

All property in the Project Area shall be maintained in a clean, sanitary, and attractive condition at all times. Debris and building materials shall not be stored or biled on the premises except during building construction.

(4) Electric, Telephone, and Other Utility Fatilities

Electric, telephone, and all other utility facilities shall be installed unlerground unless, in the objicion of the BPA special conditions require otherwise. In such event, such installations shall be as directed by the BPA.

(5) Sion Reculations

The design, construction and display of all signs for all buildings or structures in the N.D.P. Area shall be subject to the following regulations:

- (a) Signs relating solely to the identification of the premises may be affixed to the buildings in the N.D.P. Area provided such signs do not exceed I square foot in area for each front foot of building occupied by the enterprise displaying the sign. No occurant may erect or construct more than one sign for each exterior wall of his premises.
- (b) No sign shall be painted on any exterior wall of a building, nor shall any sign be lighted by or contain flashing, revolving, or other bulsating sources of illumination.
- (c) Temporary signs may be installed for the purpose of offering for sale, rent or lease of the premises, or in the case of building construction underway or the site, for the identification of the building contractor, owner, architect, engineer, etc. No such temporary sign shall exceed 32 square feet in area.
- (d) Ground signs may be erected at the discretion of the 324. If accepted, they must be erected or suitable supports as approved by the BRA and relate solely to the identification of the enterprise conducted on the premises, or they must be public service, informational, or directional signs. Identification signs shall be limited to one to each building for each public street or union the publicing is fronted.

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- (e) All signs must be integrated into the architectural design of the building on which it is placed and into the overall sign layout of the project in character and quality. To insure uniform design, the redeveloper must submit the design and specifications of all signs to the BRA for its approval.
- (f) No signs or other notice types described herewith may be erected within the boundaries of the N.D.P. Area.
- (g) Exceptions to any of the above sign regulations may be made only upon written approval of the BRA.
- (h) All signs must conform to the sign control provisions contained in the zoning ordinance.

# (6) Exterior Lighting

Exterior lighting may be used to light doors, entrances, show windows, plazas, walkways, parking lots, and open areas. Lighting shall be located and shielded so as to prevent glare on adjacent properties. No floodlighting of buildings or streets shall be permitted except by special permission of the BRA.

## (7) Off-Street Parking

Parking areas include all spaces allocated for vehicular use, including service drives, maneuvering space and parking spaces, as well as space devoted to meeting landscaping requirements contained in this sub-section. Three hundred square feet shall be allocated per required space, unless specific parking plans providing for less area per space are approved by the BRA.

In determining the appropriateness of parking areas, the following standards will be considered as desirable quidelines:

- (a) All open parking areas should have at least one tree for every six parking spaces.
- (b) An open parking area in excess of 10 parking spaces should be visually screened with planting or appropriate fencing along the perimeter.
- (c) Access driveways should be a minimum of 15 feet in width.
- (d) Appropriate night lighting should be provided and so located as to be directed away from windows in residential structures.

Departures from these guidelines may be permitted upon a demonstration by the redeveloper that the intention of this sub-section is otherwise substantially met. Parking space requirements can be met by either open or covered parking and by parking spaces wholly or partially within the buildings housing the principal uses to which the site is devoted.

#### d. Plan Submission

The redeveloper will be required to submit to the BRA all preliminary

plans and specifications for BRA approval in conformance with standard design review procedures. These plans and specifications must be sufficient in scope to demonstrate the design, architectural concepts, proposed distribution and intensity of uses, exterior and interior building materials, parking and loading facilities, landscaping, and sign proposals for the development.

Final plans and specifications must be submitted to the Boston Redevelopment Authority for approval to insure conformance with the preliminary submission.

The BRA shall provide the redeveloper with the current format and procedure for plan submission and shall return any submission which does not conform to the requirements of this procedure.

## e. Interpretation

The Redeveloper will be required to agree that in the event of any question regarding the meaning of standards and controls or other provisions of this Plan, interpretation placed thereon by the BRA shall be final and binding.

## 2. Circulation Requirements

As shown on Map 14, the proposed development plan calls for the extension of the existing Lorne Street to the north and then east to Harvard Street so that vehicular and pedestrian access is provided to the interior of the N.D.P. site. A walkway is also planned to link the northeast corner of the N.D.P. site, which is close to a public bus line, with the Lena Park Community Service Center and "L" Building of Boston State Hospital. This walkway will provide pedestrian access to the proposed housing and through the site for pedestrians walking to the community facilities.

Vehicular access to the western portion of the site will be from the American Legion Highway. Parking lots have been located between the major streets serving the N.D.P. site and the proposed housing. An effort will be made to separate pedestrian and vehicular traffic, and provide traffic control devices whenever necessary or possible.

# 3. Redeveloper's Obligations

# a. Applicability

The provisions of this section shall apply to the disposition parcels upon disposition by the BRA and shall be implemented by appropriate covenants and provisions in disposition documents.

# b. Compliance with the Plan

Development of the land in the N.D.P. Area shall be made subject to the regulations and controls set forth in this Plan. The purpose of such regulations and controls is to assure that the renewal and development of such land will conform to the planning and design objectives of the Plan. It is therefore the obligation of the redeveloper not only to comply with these regulations and controls but also to familiarize himself with the overall Plan and to prepare development proposals which conform to these plans.

#### c. Design Review

All development proposals will be subject to design review, comment and approval by the BRA prior to land disposition and prior to the commencement of construction.

In addition to assuring compliance with the specific controls, regulations and design objectives set forth in this Plan, and as more specifically set forth in disposition documents, all plans will be subject to the BRA's standard design review procedures to evaluate the quality and appropriateness of development proposals with reference to the design objectives and requirements set forth in this Plan and in the disposition documents.

#### d. General Obligations

The BRA shall obligate the redeveloper and purchaser of land in the N.D.P. Area, and his successors and assigns, by covenants and conditions running with the land or by other appropriate means providing for reasonable action in the event of default or noncompliance by such redeveloper purchaser:

- (1) To develop or otherwise use such land only for the purpose and in the manner stated in the Plan;
- (2) To comply with such terms and conditions relating to the use and maintenance of such land and improvements thereon as in the opinion of the BRA are necessary to carry out the purpose and objectives of the Plan and of the relevant provisions of Chapter 121, Massachusetts General Laws;
- (3) To commence, execute and complete construction and improvements in accordance with reasonable time schedules as determined by the BRA and agreed upon by the redeveloper;
- (4) To make adequate provisions for works of art and other amenities in accordance with the policy as established by the BRA.

#### e. Disposition by Redeveloper

A redeveloper shall not dispose of all or part of his interest within a parcel acquired from the BRA without the written consent of the BRA until the full completion by the redeveloper of all improvements required by and in conformity with the terms and conditions of both this Plan and the Land Disposition Agreement entered into between the redeveloper and the BRA. Such consent shall not be granted except under conditions that will prevent speculation, protect the interest of the BRA and the City of Boston, and effect compliance with the objectives of this Plan.

#### 4. Commitment to Provide Low to Moderate Income Housing

The development plan for the Lena Park N.D.P. calls for the reuse of the N.D.P. Area for low and moderate income family housing. Current plans call for the construction of 250 to 300 units of family housing under an appropriate federal interest reduction and mortgage insurance program.

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- 5. Urban Design Objectives and Goals
  - a. To provide sound low and moderate housing primarily for families taking advantage of the site's unique location which has in its proximity virtually all of the normal facilities needed by such families.
  - b. To insure that this development is properly made a part of its surrounding neighborhood, and to insure that it is not isolated from the activity of that neighborhood.
  - c. To make the proper connections and separations (visual, audio, pedestrian, and automobile access) amond and between this project and the neighborhood in which it is located.
    - (1) Recognize the public nature of the adjacent Community Service Center in design so as to insure the proper relationship of this project to its activities.
    - (2) Provide pedestrian and visual easements through the proposed housing.
    - (3) To separate pedestrian traffic from vehicular traffic and parking whenever possible.
  - d. To provide housing units which are the most suitable in design and location to the life styles of those for whom they are intended.
  - e. To provide outdoor spaces for recreation and sitting which are safe and useable by both adults and children, and which make the necessary connections between dwellings and the abutting commercial, educational and recreational facilities.
  - f. To provide facilities and spaces which are available to the neighborhood in general and the occupants of the housing in particular.

#### 6. Duration of Provisions

The BRA shall obligate redevelopers and their successors and assigns by deed or contract containing restrictive covenants running with the land which shall commence on the date of the adoption of the Urban Renewal Plan by the City Council and shall run for a period of forty years thereafter.

## OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

#### 1. Conformity to Master Plan

This plan is in conformity with the 1965-1975 General Plan for the City of Boston, which designates the N.D.P. site as a residential area.

## 2. Conformity to Zoning Ordinances

The N.D.P. Area is currently located in a "H-1" district in which multi-family apartments are an allowed use. The contents of this plan generally conform to the regulations of the Zoning Ordinance.



#### G. PROVISIONS FOR AMENDING PLAN

This Plan may be amended at any time by the BRA, provided, however, that:

- 1. Any agreement which in the opinion of the BRA substantially or materially alters or changes the Plan shall be subject to the Federal, State and local approvals.
- 2. No amendment will be made to the Plan with respect to any land which the BRA has then disposed of or contracted to dispose of without the prior consent of any persons to whom land in the NDP area has been leased or sold; and
- 3. If this Plan is recorded with the Suffolk Registry of Deeds, no such amendment shall be effective until the amendment is also so recorded.

#### 1. TERMINATION OF PLAN

This Plan shall be in full force and effect for a period of forty (40) rears from the date of its approval by the Massachusetts Department of Community Affairs.



EXHIBIT 1

the design review process and

redeveloper's architectural submissions for housing parcels



echnical guide number fifteen, "Design Review in Urban Renewal", ublished by the Urban Renewal Administration, Washington, D. C., explains 1 detail the design review process. Quoting from the bulletin's 1 troduction:

Design advice and guidance made available to Redevelopers as part of the review process, coupled with the review itself, serves to co-ordinate advidual efforts and realize the best possibilities inherent in each project. etter architecture and site planning are the most obvious results of these rocedures; but benefits accrue in other ways, too: In overall visual armony and in achieving the broad functional and livability objectives of the urban design.

Il redevelopment proposals for the Boston Redevelopment Authority's isposition Parcels will be subject to design review and approval by the uthority prior to and subsequent to the execution of the Disposition greement. This review will evaluate the quality and appropriateness of the oposal on the basis of the design objectives stated in the Plan and in the pecial land use and building requirements stated in more detailed and fined Development Objectives and Controls prepared for this site. In addition, reference will be made during design review to the Illustrative Site an and other site plan and design studies prepared by the Authority Staff. Il such studies shall be made available to the Redeveloper.

nis review may be conducted by the Authority and its Staff, or at the scretion of the Authority, a qualified independent review panel may be elected to make design evaluations and recommendations to the uthority. The Staff member responsible for maintaining liaison with the edeveloper's Architect will be the Director of Urban Design or a designated ternate. Formal required submissions shall be made to the Authority rough the Director of Community Development.

is expected that a continuous contact will be maintained between the edeveloper's Architect and the Department of Urban Design during the esign and working drawing process and that reasonable requests for ogress prints in addition to those required below will be met at any time.

equired submission will occur at four stages in the preparation of the development proposal. Additional informal reviews at the request of ther the Redeveloper or the Urban Design Staff are encouraged. A time chedule for the required submissions will be agreed upon on or before the ne of execution of the Land Disposition Agreement and will be set forth erein or in a separate document. It is the intention of the Urban Design aff that once approval has been given of a submission stage, further view will be limited to consideration of a development or refinement of revious approved submission or to new elements which were not esent in previous submissions.

nce most housing submissions will also involve Federal Housing Ithority review, Authority submission stages 2, 3, and 4 correspond to 1A requirements except that our emphasis is on the Urban Design aspect the proposal. In addition, perspective drawings or a model of esentation quality are required in stage 3.



At the point where all required elements of a stage have been submitted, the Director of Urban Design will send a letter to the Redeveloper's Architect indicating either that the design submission has been reviewed and found satisfactory, or that further work is required before such approval can be given.

The four formal stages of submission follow:

## 1/SCHEMATIC DESIGN

This review is intended to secure agreement on and approval of the basic design concept prior to extensive work by the Redeveloper's Architect. The Authority does not encourage submission of more than the following, which it feels is sufficient to describe the proposal.

- a/ Site plan at any appropriate scale (1" = 100' and 1" = 40' are preferred scales); emphasizing general relationships of proposed and existing buildings, walls and open space, including that mutually defined by buildings on adjacent parcels and across streets. The general location of walks, driveways, parking, service areas, roads and major landscape features in addition to the buildings should be shown. Pedestrian and vehicular flow through the parcel and to adjacent areas shall be shown. Where relevant, site sections showing height relationships with proposed and adjacent buildings shall be provided.
- b/ Building plans, elevations, and sections at any appropriate scale, showing organization of functions and spaces. These drawings need not be more detailed than sufficient to indicate general architectural character and proposed finish materials.
- c/ Study model at 1" = 100' (minimum) is suggested, and may be required. However, this is not a presentation model such as that mentioned in Submission 3. Adjacent buildings, streets & buildings across streets should be included.
- d/ All sketches, diagrams, and other materials relevant to the proposal which were used by the architect during his initial study and which will help to clarify the architect's problem and his solution to it.
- e/ Written statement of proposal including: Tentative number of living units; type of building (row house, elevator apartment, etc.); size distribution of units (by number of bedrooms); number of parking spaces; community or supporting facilities provided; principal building materials; estimated rents, or carrying charges.
- f/ Proposed time schedule for the following submissions and estimated construction time.

Upon approval by the Authority of the SCHEMATIC DESIGN, the following submission is required:

# 2/ DESIGN DEVELOPMENT

This review is intended to secure agreement on and approval of the final design prior to extensive and detailed work on the preliminary working drawings.

This submission may correspond to the Required Application Exhibits for Federal Housing Authority Mortgage. A copy of Federal Housing Authority Application for Mortgage Insurance, Form 2013, and tentative Outline Specification, Form 2435, should be included in this submission.



- 1/ Site Plan development of 1. a. at 1" = 40' minimum (or as determined after approval of SCHEMATIC DESIGN). Phasing possibilities, if any, shall be shown. Proposed site grading, including typical existing and proposed grades at parcel lines shall be shown. Those areas of the site proposed to be developed "by others" or easements to be provided for others shall be clearly indicated. All dimensions which may become critical from the point of view of zoning shall be indicated. Adjacent buildings, streets and buildings across streets must be indicated.
- / Site sections at 1" = 40' (minimum) showing vertical relationships in addition to those shown above.
- / Building plans, elevations, and sections developed from those of 1b. and in addition, plans and elevations of each living unit at  $\frac{1}{4}$ " = 1'-0".
- Study model, development of 1c. at 1" = 100' (minimum).
- / Written statement of proposal including: Number of living units; type of building (row house, elevator apartment, etc.); size distribution of units (by number of bedrooms); number of parking spaces; community or supporting facilities provided; structural system and principal building materials; estimated costs, rents, and operating expenses.
- Perspective sketch, showing general architectural character.
- / Time schedule for the following submission.

pon approval by the Authority of the DESIGN DEVELOPMENT, the slowing submission is required:

his review is intended to secure agreement on and approval of the haracter and scope of the proposal completely.

his submission should correspond to the Federal Housing Authority equired Exhibit of Preliminary Working Drawings. A copy of Form 2013 nd Form 2435 (Outline Specifications) should be included in this upmission.

- / Site plan(s) developed in sufficient detail to describe the character and scope of the proposal completely. Without limiting the generality of this requirement, the site plan shall indicate in addition to that required in 1a. and 2a. all landscaping and site development details including walls, fences, planting, outdoor lighting, street furniture, and ground surface materials; bounding streets; points of vehicular and pedestrian access; number and type of parking facilities; utility lines and connections; existing and proposed grading and drainage; indication of proposed new paving, planting and lighting to be done by the City; existing and proposed right-of-way development and/or easements to remain. Work to be done by others should be fully described and the responsible party properly identified.
- / Building plans (including the roof) elevations, and sections in greater detail than required in 2c. developed in sufficient detail and at large enough scale to show all materials and assemblies comprising the buildings. All exposed mechanical equipment and vents should appear on elevations and roof plans.
- Outline specifications for materials and methods of construction.

3/ PRELIMINARY WORKING DRAWINGS AND OUTLINE SPECIFICATIONS



- d/ Eye-level perspective sketches and/or model showing architectural and Urban Design character of the proposed project. A rendered site plan showing all adjacent; proposed and existing structures and streets must be submitted. All sketches, models, and other presentation materials must be an accurate representation of the proposal.
- e/ Expanded statement of DESIGN DEVELOPMENT, 2e., including the following: Major building dimensions and gross area of buildings, size of each unit in square feet, floor area ratio, useable open space per unit, proposed division of work between Redeveloper and public agencies; proposed financial plan. Where variances, waivers or deviations from existing City, State, or Federal regulations are proposed, they shall be listed and progress toward obtaining such variances shall be stated.
- f/ Time schedule for the following submission.

Upon approval by the Authority of PRELIMINARY WORKING DRAWINGS AND OUTLINE SPECIFICATIONS, the following submission is required:

# L WORKING DRAWINGS AND SPECIFICATIONS

This review is intended to secure final agreement on and approval of the contract documents and the complete proposal.

- a/ Complete site plans for the final parcel development to working drawing level of detail. These drawings, upon approval, will serve as a basic co-ordination drawing indicating scope of work and responsibilities to be performed by others.
- b/ Complete working drawings and specifications ready for bidding.
- c/ Statement of proposal, indicating differences, if any, from 3e.
- d/ Time schedule for construction of this project.
- e/ Detailed financial plan including costs, rents, and operation.

Once FINAL WORKING DRAWINGS AND SPECIFICATIONS have been approved and construction started, the only items subject to an additional review will be requests for change orders in the construction. The Redeveloper is strictly required to construct the project in accordance with all details of the approved drawings. Permission to make changes from such approved drawings must be requested by the Redeveloper in writing to the Director of Urban Design who, in turn, will reply in writing, giving his approval or disapproval of the changes. No changes in the work are to be undertaken until such approval has been obtained.



### EXHIBIT 2

# LIST OF PROPERTIES TO BE ACQUIRED IN 1972-3 ACTION YEAR

Address	Building Type	Structural Condition*
18-20 Lorne St.	Wood	D
22-24 Lorne St.	Wood	D
26-28 Lorne St.	Vacant Lot	-
30 Lorne St.	Wood	D
34-36 Lorne St.	Vacant Lot	
38-40 Lorne St.	Wood	S
42-44 Lorne St.	Vacant Lot	-
46-48 Lorne St.	Vacant Lot	-
50-52 Lorne St.	Brick	D
56-58 Lorne St.	Vacant Lot	-
55-59 Lorne St.	Vacant Lot	-
53 Lorne St. 51 Lorne St.	Wood Vacant Lot	S
47 Lorne St.	Vacant Lot	_
43-41 Lorne St.	Vacant Lot	_
35-37 Lorne St.	Wood	- S S S
31 Lorne St.	Wood	Š
27 Lorne St.	Wood	Š
23 Lorne St.	Vacant Lot	
19 Lorne St.	Wood	- S S
15 Lorne St.	Wood	S
11 Lorne St.	Wood	S
301-5 Harvard St.	Vacant Lot	~
Wilbert Road	Vacant Lot	-
Wilbert Road	Vacant Lot	-
Wilbert Road	Vacant Lot	see
SWS Wilbert Road	Vacant Lot	-

<sup>\*</sup> S = Substandard; D = Deficient

#### EXHIBIT 3

#### CHECKLIST OF BUILDING DEFICIENCIES

1. Slight Defects: Conditions which are normally corrected during the course of regular maintenance.

## Typical Slight Defects

- a. Paint: cracked, peeling or missing
- b. Slight damage to porches, loading docks
- c. Slight damage to steps or stairs
- d. Cracked or broken window panes
- e. Slight wearing away of mortar between brick and masonry
- f. Wear on floors
- g. Wear on doors, sills and frames
- h. Wear on windows, sills and frames
- i. Broken gutters or downspouts
- j. Cracked or loose plaster on walls or ceiling
- Intermediate Defects: Conditions in more than 20% but less than 50% of the defective unit indicating the need of repair if the unit is to continue to serve adequately the use for which it is intended. More serious in nature than those correctable by normal maintenance.

## Typical Intermediate Defects

 Holes, sagging, bowing, open cracks, rotted, loose or missing materials in:

Fpundations
Bearing Walls
Roofs
Partitions
Ceilings
Floors

b. Cracked, bent or rotted:

Beams Rafters Girders Columns

- c. Sagging or otherwise unsafe loading docks or porches.
- d. Broken, rotted, loose or missing stair treads or risers, balusters or railings.
- e. Broken or missing window panes.
- f. Rotted, sagging or deeply worn window frames and sills or sashes that are no longer rainproof, windproof, or operative.

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- g. Rotted, deeply worn, or sagging door frames or sills.
- h. Loose or missing bricks or visible cracks in chimneys which are not serious enough to be a fire hazard.
- 3. Critical Defects: Serious damage in over 60% of the defective unit corrected only by extensive repairs.

## Typical Critical Defects

a. Holes, open cracks, rotted, or missing materials in:

Foundations Bearing Walls Roofing Flooring

b. Cracked, warped or rotted:

Beams Rafters Girders Columns

c. Sagging, buckled or cut of plumb indicative of a deterioration in load bearing capacity in:

Foundations Floors Bearing Walls Roofs

- d. Extensive damage by storms, fires, floods, or earth subsidence.
- . Construction Defects: Due to makeshift materials or inadequate conversions.
  - a. Shack or hut serving as principal structure for the use involved.
  - b. Structure with makeshift walls or roof, or built of scrap lumber or other materials not commonly used for permanent construction.

c. Structures with dirt floors.

- d. Inadequately converted sheds, barns, garages, or residences not compatible with the use.
- e. Inadequate floor load bearing capacity as required to use.

f. Structures with inadequate foundations.

- g. Inability of non-residential structure to contain noise, vibrations, odors resulting from current use.
- h. Obsolete building layout for present use.

# Building Facility Defects

#### Mechanical Facilities

a. No running water in non-residential structures or no running hot and cold water in each dwelling unit of a residential structure.

- b. No interior toilet or inadequate toilet facilities in relation to the needs of employers in non-residential structures, no private bath or shower for each dwelling unit in residential structures.
- c. Lack of central heat or properly installed space heaters in dwelling units where heating is necessary.
- d. No private kitchen including cooking facilities for each dwelling unit.
- e. Inadequate elevator facilities where such are considered essential for the functioning of the structures.
- f. Inadequate wiring or electrical facilities.
- g. Inadequate ventilation and natural light necessary to the use of the building.
- h. Inadequate drainage facilities.
- i. Corroded and deteriorating plumbing and inadequate water pressure.

## Safety Facilities

- j. Lack of fire control facilities.
- k. Lack of fire prevention facilities.
- 1. Unsafe or inadequate exits and stairwells.
- m. Unsafe heating system.
- n. Unsafe wiring or unsafe electrical facilities.
- o. Unsafe stove or furnace installations.





### REPORT ON URBAN RENEWAL PLAN (PART 1)

#### . Basis for Reuse Determination

## 1. Major Land Uses and Proposed Densities

The proposed N.D.P. area will be redeveloped primarily as low to moderate income family housing. Major land uses are based on the character of existing neighborhood and the 1965/1975 General Plan for the City of Boston. The proposed densities are designed to provide adequate service, more open space, a density compatible to family living and reduce overcrowding for future development in the area. The proposed housing calls for a density of 30 to 35 dwelling units per acre which is compatible with the life styles of the families to be housed.

## 2. Major Circulation Routes

The 1965/1975 General Plan for the City of Boston and Boston Zoning Code were used as guides for determining proposed circulation needs. An analysis of the proposed site design and a study completed under the TOPICS Program during 1972 were used in determining changes and improvements to major circulation routes.

## 3. Major Public Facilities

Major public facilities essential for the health, safety and welfare of area residents including sanitary facilities, parks and playgrounds have been included in the urban renewal plan. New sewer and water utility lines will be constructed to serve the site; Lena Park Service Center and abutting recreation space will be available to project residents.

## Basis for Planning Criteria

## 1. Land Uses, Densities and Locations

Since the proposed N.D.P. is primarily orientated toward providing family housing, only uses compatible to family housing and which preserve the existing character of the adjacent neighborhood were considered in determining land uses, densities and locations of such uses.

# 2. Characteristics of Internal Circulation System

The internal circulation system has been changed to make Lorne Street a through street, to provide adequate off street parking and to provide a pedestrian system that provides access to the major public facilities and to the proposed housing.

# 3. Need, Type, Location and Capacity of Public Improvements and Facilities

The need for public facilities and improvements is determined by the size, location, density, and character of the proposed family housing. Major street improvements, pedestrian crossings, a street lighting system, and the separation of sanitary and sewage lines in conjunction with the construction of new housing will enhance the property improvements and further encourage abutting property owners to take pride in their neighborhood. Lorne Street will be widened and extended to give better



traffic access to the N.D.P. area. The Lena Park Community Development Corporation is fully renovating the Lena Park Community Service Center and is developing recreation facilities to be used by residents in the immediate area.

- C. Urban Renewal Plan's Relationship To:
  - 1. General Plan and Workable Program for Community Improvement

The Lena Park N.D.P. Urban Renewal Plan is in conformity with the goals and specific land use plans of the 1965/1975 General Plan for the City of Boston. In addition, the proposed N.D.P. is compatible with goals of and is specifically included in the Workable Program for Community Improvement for the City of Boston.

2. Relationship of Urban Renewal Plan to Local Objectives

The Lena Park N.D.P. Urban Renewal Plan is consistent with local objectives of increasing the supply of modern medium density housing for low to moderate income families, eliminating structurally substandard buildings, rehabilitating deteriorated buildings, making provisions for adequate off-street parking, providing land for recreational facilities, improving traffic flow, providing rights-of-way that can carry projected traffic volumes and providing adequate public facilities. The proposed N.D.P. Urban Renewal Plan was planned with the close cooperation and support of several local community groups and is consistent with their plans and strategies for improving the abutting neighborhood.

3. Renewal Activities Relationship to the Achievement of Social Objectives of the Plan

The social objectives of the N.D.P. Urban Renewal Plan include higher standards of living for neighborhood residents and a greater awareness of and involvement in their neighborhood. Rehabilitation activities are designed to help property owners improve their buildings which will increase their values and contribute to the improved appearance of the entire neighborhood. Public improvements to streets, storm and sanitary sewers, and better public facilities such as a play area and the Lena Park Community Service Center also enhance the livability of an area. Housing will be constructed that will provide more and better housing to all community residents.

D. Solutions to Flooding, Water, Air Pollution or Other Problems

After approval of the Loan and Grant Contract, engineering studies will be conducted to determine the existence of and solutions to subsoil rock and water problems. An allowance has been made in the Project Improvements budget for rock excavation.

E. Proposed Treatment for Historic or Architecturally Significant Buildings

No historic or architecturally significant buildings have been found in the Lena Park N.D.P. area.



# F. College, University or Hospital Project

Educational or health reuses are not planned for land to be acquired under the Lena Park N.D.P. Urban Renewal Plan.

### G. Boston's General Plan

A copy of the 1965/1975 General Plan for the City of Boston has been submitted to HUD. Evidence establishing the ability of the City of Boston to meet the general plan requirements is contained in the latest submission for recertification of the Workable Program for Community Improvement.

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### PLANNING ACTIVITIES REPORT (PART II)

- A. Disposition and Rehabilitation Area Zoning Proposals
  - 1. Map showing proposed zone districts for land to be disposed, areas to be rehabilitated, and the area surrounding the N.D.P. (See Map 15)
  - 2. Zone District Changes

No zone district changes are anticipated to permit the development of the family housing as proposed in the Land Disposition Supplement.

- B. Acquisition and Clearance
  - 1. Statement of Reasons for Clearance

The objectives of the Lena Park N.D.P. to provide 250 to 300 units of low to moderate income family housing cannot be achieved through rehabilitation since most of the land is vacant or occupied by buildings which have deteriorated beyond the point where they can be economically rehabilitated. Many of the existing buildings contain structural defects which are beyond the point of economic repair, and their character and layout are such that conversion and rehabilitation to low to moderate income family housing is infeasible and impracticable. Clearance and redevelopment of 16 buildings is necessary for an efficient site utilization that will permit the construction of 250 to 300 units of new family housing.

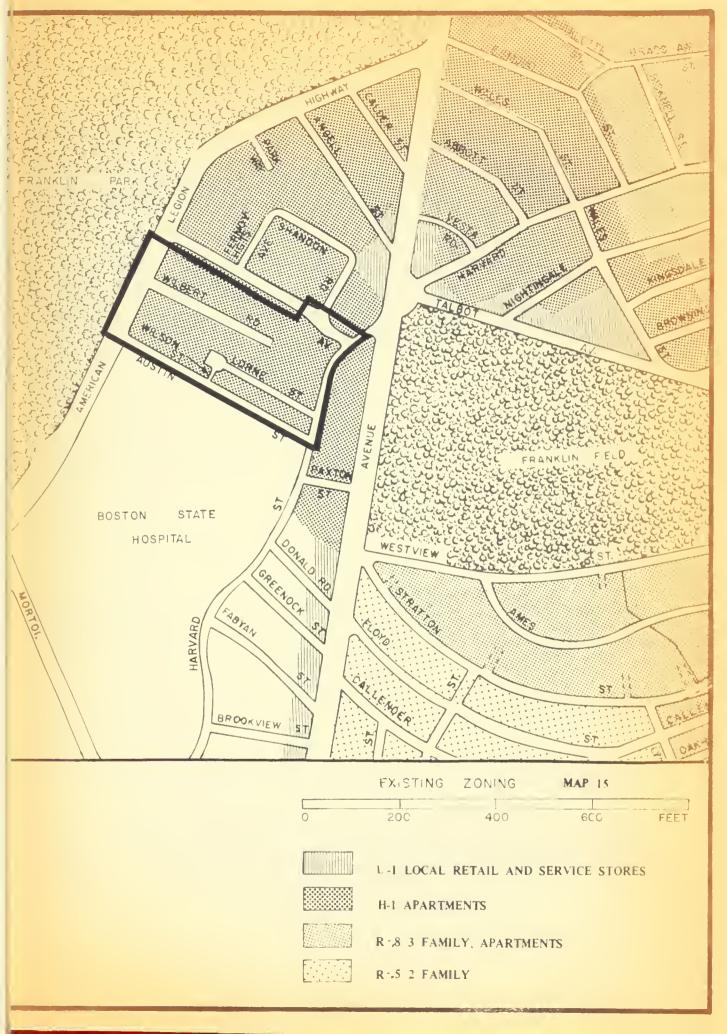
- a. Fifteen buildings on Lorne Street, which are structurally substandard and infeasible of rehabilitation, are to be cleared during the N.D.P. Action Year.
- b. The fifteen deteriorating buildings on Lorne Street are to be cleared during the NDP Action Year to remove blighting influences.
- c. One building on Lorne Street is to be cleared during the NDP Action Year to achieve Urban Renewal Plan Objectives of providing 250 to 300 units of low to moderate income family housing.
- d. Consideration Given to Proposals that Would Result in Greater Number of Buildings to be Retained

Most buildings scheduled for acquisition and clearance are substandard. The other building needs to be removed to allow for essential public improvements and better land utilization. Other schemes have been considered, but the current proposal was chosen because it was deemed the best plan which could be effected with the least amount of clearance while achieving the goal of providing the maximum amount of standard low to moderate income family housing.

e. Justification for the Acquisition of Basically Sound Properties Involving High Acquisition Costs

There are no properties proposed for acquisition that are basically sound and involve a high acquisition cost.







2. Historic Buildings to be Cleared or Affected by Clearance

There are no buildings of historic significance in the Lena Park NDP area.

#### C. Historic Architectural Preservation

There are no buildings of historic significance listed in the National Register in the Lena Park NDP. No buildings of historic or architectural value will be affected by the Lena Park NDP.

1. Criteria for Determining Historical Significance

An area or structure is historically significant if: (1) a significant event in the history or cultural tradition of the world or America or Boston transpired at such location; (2) a significant figure in world, American, or local history resided, spent time in, or visited such location; (3) a definite mood or spirit of a past era is captivated in the architectural design or other characteristics of such location; or (4) a historical landmark is located at such a location.

2. Criteria Used to Determine Architectural Significance

An area or structure is judged to be architecturally significant if: (1) it contains significant features of an era of architecture; (2) it exhibits significant features of architectural types; or (3) it contains any other significant features of architectural design.

## D. Minority Group Considerations

1. Affirmative Action Taken to Assure Equal Opportunity in Connection With LPA Activities

The BRA has long made it its policy to insure equal opportunity to all, regardless of race, creed, color, or national origin, in all LPA activities. Relocation, property management, and disposition, as well as other phases have been carried out in the past without discrimination. In addition, the BRA has taken measures to assure that equal opportunity would be maintained in all activities carried out by redevelopers.

By its approval of this application, the BRA reconfirms its policy of vigorously reinforcing the rights of all citizens to be treated fairly in BRA activities.

2. Reduction of the Concentration of Minority Groups and the Promotion of Equal Housing Opportunity

The effects of Boston's Neighborhood Development Program are expected to be favorable to minority groups within the City. The following effects are anticipated to affect the Community at Large, neighborhood displaced families, the area before and after redevelopment or rehabilitation, schools, and other public facilities serving displaced families.

1



### a. Community at Large

The majority of Boston's minority groups live within the South End and Model Cities Areas. Lena Park NDP planning is being carried out with the prime objective in mind being an increase in low and moderate income housing resources. Since minority groups are also almost always low income groups, it is expected that Boston's NDP Program will result in a significant increase in housing available to minority groups in a neighborhood where it currently is not available.

# b. Neighborhood Housing Displaced Families

Families displaced from the NDP area, including minority families, will be relocated during the early stages of project activity in available "decent, safe, and sanitary housing" within the City. Since relocation activity is light, sufficient housing exists in the community and in local public housing to accommodate the relocation load.

Since there is no one area where enough suitable housing exists to accommodate all of the displaced families, a new concentration of minority group families will not be created.

### c. The Area Before and After Redevelopment or Rehabilitation

The NDP Renewal Plan's effect on the NDP Area through rehabilitation and redevelopment activities will be to reduce the concentration of minority groups in the area. Rehabilitation will tend to improve the quality of housing occupied by minority groups, redevelopment will tend to relocate minority group families to better housing in other parts of the City, and non-minority persons will be attracted to the new housing.

## d. Schools and Other Public Facilities Serving Displaced Families

Since school attendance in Boston is based almost entirely upon residence in a particular district, dispersion of the minority population throughout the City will only have the effect of further dispersing minority attendance at City schools.

When the NDP is completed and, as expected, minority families are able to find new homes in the NDP area, school attendance will still be dispersed.

Other public facilities are set up on a community wide rather than a neighborhood basis. Project activities will, therefore, have an insignificant effect on their method of functioning.

## 3. Not Applicable

# 4. Not Applicable



5. Description of Consultations with Minority Leaders and the Qualifications of These Leaders to Represent Minority Groups

The Lena Park NDP, as described in the Citizen Participation Report, was planned with the direct participation of several minority groups. The Lena Park Association and later the Lena Park Community Development Corporation were instrumental in initiating and implementing a community development strategy. The Dorchester Area Planning Action Council, St. Leo's Church, and the Church of God and Saints of Christ have also been active in sponsoring and planning the Lena Park NDP.

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### A. REAL ESTATE ACQUISITION ACTIVITY PROGRAM

There are 29 parcels to be acquired in the Lena Park NDP. Appraisals and title searches will begin shortly after the project is funded and will be completed within 120 days. Parcels on the West end of Lorne Street will be acquired first to permit construction of the proposed public improvements while relocation is occuring on the rest of the structures on Lorne Street that are to be acquired.

#### B. BASICS AND SOURCES FOR ESTIMATES OF PAYMENTS FOR REAL ESTATE

Estimates for land acquisition have been prepared by the real estate department of the BRA. They were based upon external inspections of the properties to be acquired and comparable sales in the area over the past few years.

### C. LAND ACQUISITION POLICY STATEMENT

#### 1. Introduction

In order to carry out the NDP for Lena Park, the BRA is to acquire 29 parcels including land, buildings, structures and other improvements, rights and interests.

## 2. Basic Policies of Real Estate Acquisition Program

In carrying out the real estate acquisition program, the BRA will endeavor:

- a. To protect impartially the interests of all concerned, to pay fair prices to owners, and to prevent the payment of prices that are excessive.
- b. To make every reasonable effort to acquire each property by negotiated purchase before instituting eminent domain proceedings against the property.
- c. To utilize available acquisition methods and practices in such a way as to minimize hardship.
- d. Not to require any owner to surrender the right to possession of his property until the BRA pays, or causes to be paid, to the owner (a) the agreed purchase price arrived at by negotiation, or (b) in any case where only the amount of payment to the owner is in dispute, deposits with the court for the benefit of the owner an amount not less than the BRA's approved appraisal of the fair market value of the property.
- e. Not to require any person lawfully occupying property to surrender possession without at least 120 days' written notice from the BRA of the date on which possession will be required.

# 3. Initiating of Real Estate Acquisition Activities

No real property will be acquired by the BRA prior to the effective date of a loan and grant contract with HUD.

However, as soon as the City Council approves this N.D.P. plan, the BRA may begin making title searches and appraisals of the parcels to be acquired. Options to purchase may be obtained, provided that such options may not be accepted and property may not be acquired until the contract with the Federal government is signed.



After the effective date of such a contract, the BRA in accordance with the staging considerations outlined below, will acquire with the least possible delay, all real property in the NDP project area designated to be acquired under the provisions of section 401.

# 4. Basic Method for Real Estate Acquisition

Property to be acquired will be acquired either (a) through purchase, conveyance, and a confirmatory taking wherever agreement with the property owner as to price cannot be secured, or (b) through condemnation proceedings instituted by the BRA, through the exercise of the power of eminent domain, wherever after a reasonable period of time agreement with the property owner as to price cannot be secured.

After any condemnation proceedings have been instituted, the BRA will continue to seek an agreed-upon settlement providing for full payment for the property which has been acquired, and will also pay within 60 days of the taking the amount of the award included in the order of taking.

### 5. Protection of Interests of owners and Occupants

In order to minimize hardships to property owners, the BRA will:

- a. Make every effort to acquire each property by negotiated purchase before instituting eminent domain proceedings.
- b. Take appropriate steps to ensure that all property owners are provided full information regarding the contemplated property acquisition and are given as much advance notice as possible of the time the BRA expects to take possession of the property.
- c. Endeavor to obtain an option of purchase on each property as soon as feasible after beginning acquisition activities within the NDP project area.
- d. Agree with the property owner on the date for closing and the date for delivery of possession within the limits imposed by the staging schedules for the clearance, improvement, and disposal of project land.
- e. Not require any owner to surrender the right to possession of his property until the BRA pays or causes to be paid to the owner (a) the agreed purchase price arrived at by negotiations, or (b) in any case where only the amount of the payment to the owner is in dispute, deposits with the court, for the benefit of the owner, an amount not less than the BRA's approved appraisal of the fair market value of the property.

#### 6. Determination of Fair Market Value



Two independent appraisers will be employed by the BRA to make appraisals for each property to be acquired to determine fair market value. After the appraisals are completed, the BRA will establish a maximum value for the property that is consistent with the two appraisals. When necessary, this figure, together with the supporting appraisals will be submitted to HUD for concurrence. After inspection of the property by a representative of HUD, final value will be approved by HUD.

# 7. Negotiations

After fair market values have been established, either by HUD or the BRA, negotiations will commence for the purchase of the property. A legotiator under contract with the BRA and acting under the supervision of the Real Estate Director or the General Counsel will, whenever possible, make personal contact with the owner, or his duly authorized representative. Le will present a written offer for the property which shall be the fair market value established by HUD or by the BRA.

In accordance with Federal and local laws and regulations, the BRA ill make every reasonable effort to acquire each property by negotiation efore instituting eminent domain proceedings against the property. The BRA ill make a diligent, conscientious effort to induce the owner to accept fair price for his property.

# 8. Acquisition

If the effort to acquire a property by negotiation is successful, rrangements for the transfer of title and payment for the property will hen be made. An option of purchase is entered into that provides for (a) ate for transfer of title, (b) purchase prices, (c) provision for discharge f any mortgages and removal of any encumbrances on the property, (d) waiver f all rights to contest the amount of damages payable for the property, nd (e) date for transfer of possession. No person lawfully occupying a roperty will be required to surrender possession without at least 20 ays' written notice from the BRA of the date on which possession will e required. If the effort to acquire a property by negotiation is unsuccessful, he BRA will make a final offer to the owner in writing. This offer will nclude an invitation to discuss the acquisition of the property, provide or a reasonable period of time for the owner to accept or reject the nvitation, and will include notification of the date on which the BRA ntends to institute eminent domain proceedings if agreement cannot be eached on the purchase of the property within the specified time period.

# 9. Closing Expenses

The BRA at the closing will pay for all Federal and State documentary tamps, recording fees, and in some cases, the penalty assessed for prepayment f any outstanding mortgage.

# 10. Eminent Domain Proceedings

If the attempt to negotiate a purchase of property is unsuccessful, ne BRA will initiate eminent domain proceedings to acquire the property in coordance with the provisions of Chapter 79 of the General Laws, as amended, or in the event property is purchased through negotiation, a confirmatory taking be made).



The eminent domain procedure followed by the BRA is as follows:

- a. The BRA Board adopts an order of taking which describes the property to be acquired and the amount of damages authorized to be paid.
- b. Upon recording of this order in the Registry of Deeds, title to the property rests in the BRA and the right to damages rests in the former owner and other persons entitled thereto.
- c. The BRA has the power to amend the award prior to the payment thereof if there is a change in ownership or value of the property.
- d. Payment of the amount of damages awarded must be made either within sixty (60) days after the order of taking is recorded or within fifteen (15) days after demand by the former owner at the election of the BRA. Such election is made before the notice of taking is sent to the owner.
- e. Notice is sent to every person, including every mortgagee of record, whose property has been taken or who is otherwise entitled to damages on account of such taking. The notice contains the following information:
  - (1) announcement of time and place at which the person can obtain payment of damages awarded;
    - (2) purpose and extent of taking;
  - (3) the time within which the person may petition the Superior Court for Suffolk County to determine his damages.
- f. Damages awarded by the BRA may be accepted in full settlement of the right of the party to damages with respect to the taking of the property or may be accepted as payment pro tanto without surrendering any right to claim a larger sum by proceeding before the Superior Court. If damages assessed in court are less than the damages awarded by the BRA and received by the party as pro tanto payment, the excess, together with interest on the excess from the date of the assessment by the court, and court costs, are payable to the BRA. If the damages assessed in court are more than the damages awarded by the BRA and received by the party as pro tanto payment, the difference, together with interest on the difference from the date of the award of the BRA and court costs, are payable by the BRA.

# 11. Additional Federal Requirements

Thy BRA will not require any owner to surrender the right to possession of his property until the BRA pays to the owner (a) the agreed purchase price arrived at by negotiation, or (b) in any case where only the amount of payment to the owner is in dispute, deposits with the court, for the benefit of the owner, an amount not less than the BRA's approved appraisal of the fair market value of the property.

# 12. Inspection of Property

Immediately before the time that payment is made for a particular property of the title thereof is vested in the BRA, a representative for the BRA will make an inspection of the property to determine:



- a. That the property conforms substantially to the property as appraised.
- b. That there is no evidence of work or labor having been performed or materials furnished in connection with any improvement to the property that might entitle anyone to a lien on the property.
- c. That, after title passes to the BRA, there will be no outstanding rights of possession or interest superior to the rights of the BRA except easements or other interests that do not have to be acquired to carry out the project.

#### D. PROPERTY MAP

The parcels to be acquired from either public or private owners are indicated on the Property Map (see Map 16). These parcels, their owners and areas are listed in Table I, below.

Table I Parcel Data\*

			•
Parcel		Area	
Number	Address	(Sq. ft.)	0wne <u>r</u>
1	2-4 Lorne St.	6,610	Jamaica Plain Associates
2	6-8 Lorne St.	3,214	Julio Teixeira
2	12 Lorne St.	3,214	L. J. & M. E. Cater
4	14 Lorne St.	3,214	Eric Harriott
5	18-20 Lorne St.	3,214	Genevieve Brown
5	22-24 Lorne St.	3,214	Administration of Veterans Affairs
7	26-28 Lorne St.	3,214	Lena Park Realty Trust, Boyjia
3	30 Lorne St.	3,214	Joseph Fine
3	34-36 Lorne St.	3,214	J. R. Ramos
10	38-40 Lorne St.	3,214	Bernice Kreiger
11	42-44 Lorne St.	3,214	T. P. & S. Andelman
12	46-48 Lorne St.	3,214	Alfred Bozzi
13	50-52 Lorne St.	4,784	Betty M. Carlin
14	56-58 Lorne St.	3,380	Alda Realty Tr.
15	53-59 Lorne St.	6,098	A. & K. Realty Trust
16	51 Lorne St.	3,212	Lena Park Realty Trust
17	47 Lorne St.	3,214	Estella M. Owens
18	43-41 Lorne St.	4,822	Charles Q. Vickers
19	35-37 Lorne St.	4,822	Xenophon Clarke
50	31 Lorne St.	3,214	Hill Trust
21	27 Lorne St.	3,214	R. & E. Thomas
?2	23 Lorne St.	3,214	U.S. Department of H.U.D.
23	19 Lorne St.	3,214	Administration of Veterans Affairs
24	15 Lorne St.	3,214	Martha Williams
25	11 Lorne St.	3,214	Arthur Gilbert
26	1-9 Lorne St.	7,195	G. H. & B. M. Greenberg
27	301-5 Harvard St.		U. S. Department of H.U.D.
28	8 Franklin Hill Av.	0,823	W. F. Holbrow
39	Wilbert Road	4,050	Arsen Boyajian Jewish Child Welfare Assoc.
30 31	Wilbert Road	200,150	DEWISH CHITTE WELLETE ASSUC.
) ]	156-160 American	04 700	Lena Park Housing Devel. Inc.
32	Legion Highway Lorne Street R.O.W.		
			_
Source	City of Boston Asses	sing vepartn	ient, March, 1972.



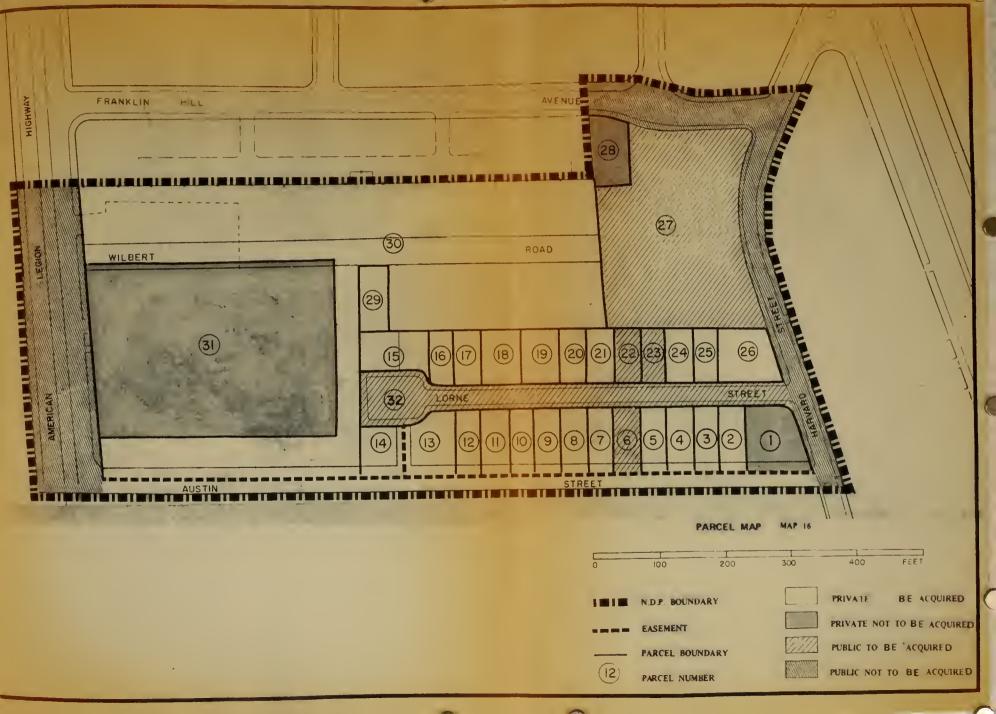




TABLE II

TABULATION OF PROPERTY TO BE ACQUIRED DURING ACTION YEAR

Val	imates of ues and uisition Cost	No. of Parcels	Land Area in Sq. Ft.		LPA Estimate of Acquisition Cost
a.	Total purchases and donations	29	394,052	\$ 453,500	\$ 566,90 <u>0</u>
b.	Purchases (Total)	28	369,552	453,500	566,90 <u>0</u>
	Federally owned or leased	4	70,683	105,400	105,40 <u>0</u>
	Other publicly owned	0	0	0	<u>0</u>
	Privately owned	24	298,869 ·	348,100	461,50 <u>0</u>
	Public utility easements	0		0	<u>0</u>
	Damage to Property not taken	0		0	<u>0</u>
١.	Donations (Total)	1	24,500	24,500	<u>0</u>
	Vacation of Streets and other public rights-of-way	1	24,500	24,500	<u>0</u>
	Donations by LPA	0	0	0	<u>0</u>
	Donations by other entities	0	0	0	0



3. VARIANCE BETWEEN BRA'S ESTIMATE OF FAIR MARKET VALUE AND ESTIMATED ACQUISITION COST

As indicated in Table I, we estimate the fair market value of the properties to be acquired at \$453,500, and the acquisition cost at \$566,900. An overall acquisition factor of 25% has been added to the BRA estimate of fair market value to get the estimated acquisition cost.

This is a small project with few owner-occupied parcels. Recent experience in similar areas has revealed that court awards have been running about 30% above approved prices on properties similar to these in this project area. It is probable that 50% of the properties will be litigated, and that, in accordance with recent experience, court awards will average 50% of our estimated fair market value. Therefore, overall acquisition costs are expected to be 25% higher than the estimated fair market value of the parcels to be acquired.

### ESTIMATE OF ACQUISITION COST

s indicated in Section B hereof, the BRA's estimate of payments for real state is based on external inspections of the properties and comparable ales in the area over the past few years plus an acquisition factor of 5 percent. As indicated in Section G hereof, this factor is based on past enewal experience in Boston.

PROCEDURE FOR THE REMOVAL OF RESTRICTIONS BASED ON RACE, CREED, COLOR OR NATIONAL ORIGIN

he BRA shall not sell, lease or otherwise convey any interest in acquired and with restrictions based upon race, religion, color or national origin. he condemnation of all properties in the project area will clear all title estrictions of this nature. In addition, all disposition contracts will ontain an appropriate covenant which will prohibit any restrictions based n race, creed, color or national origin.







### A. PROJECT IMPROVEMENTS ACTIVITY PROGRAM

Improvements to streets, storm and sanitary sewers are proposed for the Action Year. A complete reconstruction of Lorne Street is proposed. The City of Boston is currently served by a combined sewer system. A separation of storm and sanitary sewers is proposed for the NDP area.

Within the NDP area, the existing sewers were constructed in the 1930's and are adequate to handling projected loads. However, when final plans and contract documents are prepared, an inspection of the existing sewer system will be made to determine if it is feasible to retain the existing system.

The first three months of the Action Year will be taken up with plan and contract preparation for project improvements, land acquisition, and preparation of demolition contracts for site clearance. By the fourth of fifth month, demolition and project improvement construction will begin. These activities will be executed in the remaining nine months of the Action Year.

Property line, topographic and utility surveys will be necessary before Project Improvements can be designed. Based on the cost of completing these surveys on similar projects, it is estimated that the surveys will cost approximately \$5,000.

The recommended fees of the American Society of Civil Engineers was used to estimate the cost of preparing plan and contract documents for each of the improvements. Local experience indicates that the cost of supervising construction of storm sewers, sanitary sewers, street improvements and lighting runs approximately 3.5% of the cost of constructing the respective improvement. A BRA staff engineer will supervise construction of the aforementioned improvements. His activities will be supplemented by a consultant as necessary. The staff engineer will be primarily involved in liaison with various agencies respecting improvements and overseeing demolition activities.

# B. ELIGIBILITY AND COST OF PROJECT IMPROVEMENTS

All improvements proposed are fully contained in the limits of the NDP boundaries and are eligible under the categories cited herein.

1. Demolitions and Site Clearance (Refer to List of Properties to be Acquired, Section NDP-401, Urban Renewal Plan)

Demolition contracts will be submitted during the Action Year. These contracts will be accompanied by maps indicating the size, location and type of structures to be demolished.

The estimates for site clearance are based on the experience of the BRA in similar urban renewal projects. To calculate demolition estimates, the area of the first floor of each structure was multiplied by height of the structure to estimate cubic footage. The cubic footage thus obtained was then multiplied by a factor of twelve cents per cubic foot, which is reasonable for wood buildings, to obtain the demolitions estimate.

### DEMOLITION & SITE CLEARANCE

1.040,000 C.F. @ \$0.12/c.f. \$ 124,800 Engineering & Contingencies 10% TOTAL \$ 137,280

# 2. Street Improvements (See Map 17)

Estimated unit costs for street improvements were derived from 1971 and 1972 contracts for existing urban renewal projects in Boston. An item of 30% was added for engineering plan costs, supervision fees, contingencies and escalation. As construction will not be undertaken until 1973, a factor of 15% was applied to estimated street improvement costs which is commensurate with current 10-12% annual increases in construction costs.

The existing portion of Lorne Street will be reconstructed in conjunction with rehabilitation and new construction efforts. This street is deteriorating and trench excavation for street lights and other utility will warrent complete reconstruction.

#### STREET IMPROVEMENTS

ITEM	UNIT	EST.	QUANTITY	UNIT PRICE	AMOUNT
Pavement & Grading Granite Curb	S.Y.		5038	8.00	\$ 40,300
(Straight)	L.F.		2338	6.50	15,200
*	L.F. S.Y.		391 2133	11.00 12.00	4,300 16,60 <u>0</u>
Engineering, Contingen	cies & Escala	ation	0 30%		76,400 22,920
				TOTAL	\$ 99,320

# 3. Street Lighting

Estimates for lighting are based on recent experience of the BRA in its existing urban renewal projects over the past year. An item of 30% was added for engineering costs, contingencies, and escalation in construction costs.

Lights will be provided along the existing portion of Lorne Street as well as the extension of Lorne Street.

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#### LIGHTING

ITEM	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT	
Lighting Standard Main Conduit & Cable Lateral Conduit &	Ea. L.F.	15 1310	6.40 10.00	\$ 9,600 13,100	
Cable	L.F.	360	7.00	2,500	
Hand Hose & Distribution M.H. Control Cabinet	Ea. Ea.	20 2	200.00 2000.00	4,000 4,00 <u>0</u>	
Engineering, Contingencies & Escalation @ 30%					
			TOTAL	\$ 43,160	

### 4. Water Improvements (See Map 17)

The estimated costs for water service improvements are based on the experience of the BRA over the past year in its existing urban renewal projects. A factor of 30% was added to cover engineering costs, contingencies supervision and the inflation of construction costs.

The existing water lines along Lorne Street are large enough to serve project needs. The estimated costs cover the expense in providing water service to the rest of the NDP site.

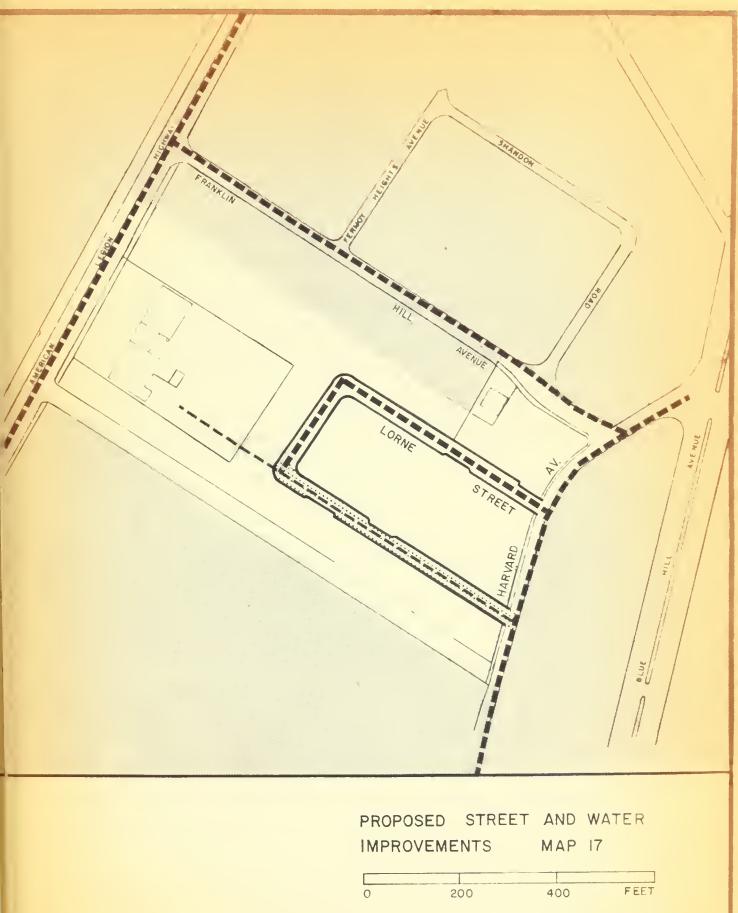
### WATER IMPROVEMENTS

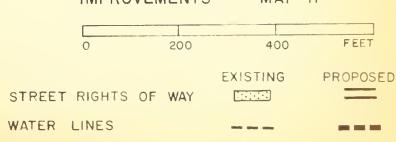
ITEM	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
8" CICL Water Pipe 8" Gate Valves Hydrants Engineering, Continger	L.F. Ea. Ea. ncies & Esc	780 3 5 alation @ 30%	25.00 1200.00 1200.00	\$ 19,500 3,600 6,000 29,100 8,730
3			TOTAL	\$ 37,830

# 5. Storm Drainage (See Map 18)

New storm sewers along the extended portion of Lorne Street are proposed. As indicated earlier, Boston is currently served by a combined sewer system and the separation of storm and sanitary waste is a project goal.

Unit costs used were taken from 1971 and 1972 construction contracts with the BRA. A factor of 30% was added to account for engineering costs, supervision, contingencies and construction cost escalation.





#### STORM DRAINAGE

ITEM	UNIT	EST. QUANTITY	UNIT PRICE	TNUOMA
10" R.C.P. Catch Basin &	L.F.	800	18.00	\$ 14,400
Minor Drain Storm Drain M.H.	Ea. Ea.	14 3	1300.00 1200.00	18,200 3,60 <u>0</u> 36,20 <u>0</u>
Engineering, Conti	ngencies	& Escalation @ 30%		10,86 <u>0</u>
		1	TOTAL	\$ 47,060

# 6. Sanitary Sewers (See Map 18)

The existing sanitary sewers were constructed in the 1920's and for the purposes of this application are proposed to be retained as the sanitary sewer system along the existing Lorne Street right of way. This system will be retained unless the sewer study proves their retention is not feasible. New sanitary sewers will be provided along the right of way for the extension of Lorne Street.

Unit costs for sanitary sewers were derived from 1971 and 1972 construction contracts for existing urban renewal projects. A factor of 30% was added to cover engineering costs, construction supervision contingencies and the escalation of construction costs.

#### SANITARY SEWER

ITEM	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
10" VCP Sewer M.H. Engineering, (	L.F. Ea. Contingencies &	810 3 Escalation @ 30%	19.00 1500.00	\$ 15,400 4,500 19,900 5,970
			TOTAL	\$ 25,870

# 7. Police Signal and Fire Alarm

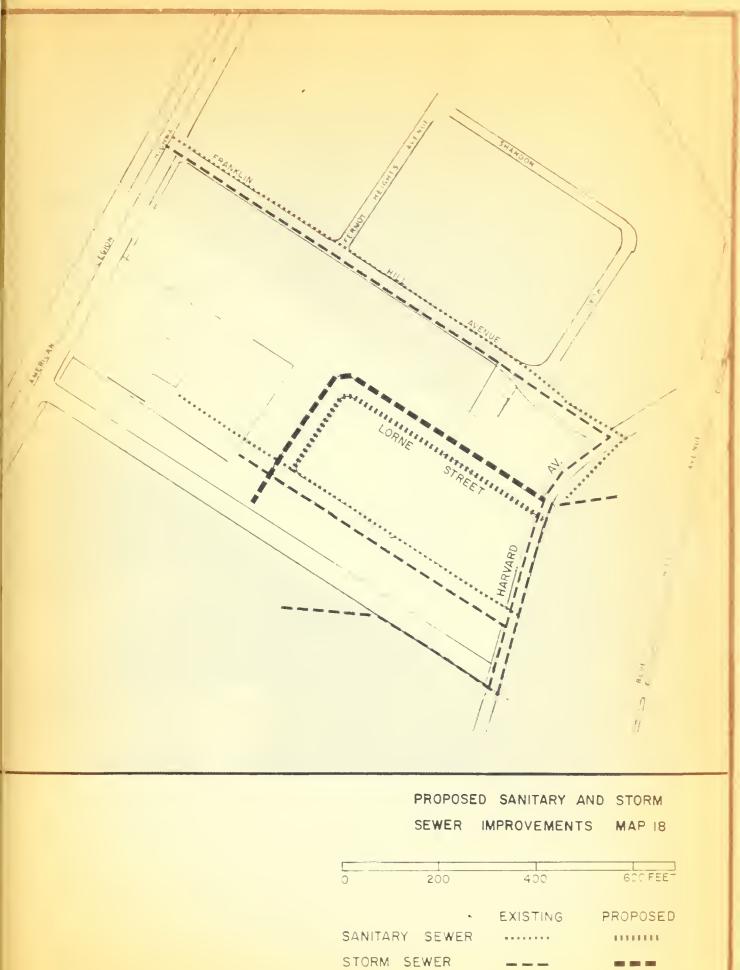
A police signal and fire alarm system currently does not exisst within the NDP area. A new system is planned.

Unit costs for this system are based on recent contracts with the BRA in existing urban renewal areas. A factor of 30% was added to cover engineering costs, construction supervision, contingencies and escalation of construction costs.

### POLICE SIGNAL AND FIRE ALARM

ITEM	UNIT		AMOUNT
Police Signal & Fire Alarm	L.S.		\$ 15,00 <u>0</u> 15,00 <u>0</u>
Engineering, Contingencies & Es	scalation @ 30%		4,50 <u>0</u>
		TOTAL	\$ 19,500

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# 8. Traffic Control and Signing

Traffic control costs, which include six traffic signs and a pedestrian crossing, are based on recent construction contracts for existing urban renewal areas. A factor of 30% was added to cover the cost of preparing engineering plans, supervising construction, contingencies and the escalation of construction costs.

#### TRAFFIC CONTROL & SIGNING

ITEM	UNIT	4	THUOMA
Traffic Control & Signing Engineering, Contingencies			\$ 10,000 10,000 3,00 <u>0</u>
		TOTAL	\$ 13,000

#### C. ELIGIBILITY AND COST DATA FOR PROPOSED PROJECT IMPROVEMENTS

 Identification of Improvement by Categories in Urban Renewal Handbook

Street Improvements Categories 1 & 2

Lighting	Category	3
Water Improvements	Category	7
Storm Drainage	Category	7
Sanitary Sewers	Category	7
Police Signal & Fire Alarm	Category	6
Traffic Control & Signing	Category	3

- Description of Scope of Character and General Design Features of Each Improvement
  - a. Street Improvements

Lorne Street will be completely reconstructed. Lorne Street exhibits age and obsolescence and as trench excavation for lights and utilities will destroy much of the existing pavement, base, and subbase, reconstruction is warranted. The existing R.O.W. will be retained and Lorne Street will be extended North and then East to Howard Street to provide vehicular access to the entire NDP area.

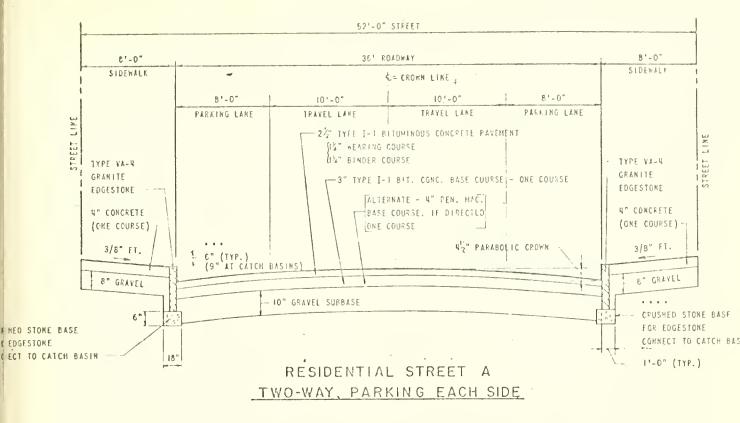
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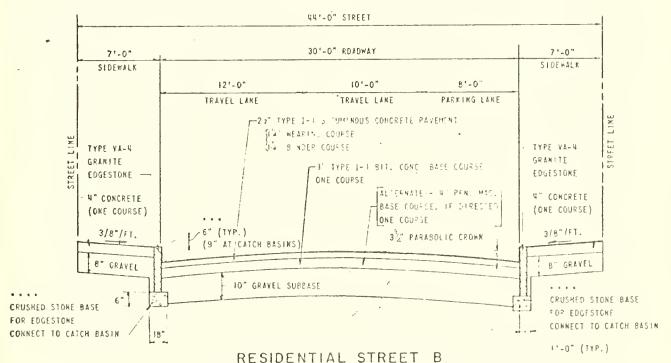
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TWO-WAY, PARKING ONE SIDE

BOSTON REDEVELOPMENT AUTHOR ENGINEERING DEPARTMENT LENA PARK NDP TYPICAL SECTIONS OCT 1971

### b. Storm Drains

The City of Boston is currently served by a combined sanitary and storm drainage system. The plan calls for the separation of the two. New catch basins placed at strategic points throughout the area. The storm water will flow from the catch basins through specified new pipes.

The City of Boston does not have uniform design standards relating to storm drainage other than that storm drains shall be designed with good engineering practice. Design criteria used are as follows:

- (1) A rational method will be used to determine design discharge.
- (2) Design storm return frequency: 10 years.
- (3) Runoff coefficients
  - (a) Impervious areas 0.90
  - (b) Composite areas 0.40
- (4) Time of concentration to first inlet: Time of overland flow plus time of flow in gutter using a 5 minute minimum.
- (5) Pipe designed to flow just full.
- (6) Mannings coefficient of roughness 15" through 24" RCP N = 0.015 N = 0.013
- (7) Minimum velocity in storm sewers: 2 feet per second when flowing one quarter full.
- (8) Minimum depth of storm drain: controlled by minimum allowable cover of two feet for a concrete pipe.
- (9) No storm sewers designed to intercept sanitary or combined sewerage.
- (10) Maximum length between structures or a suitable clean-out point is 400'.
- (11) The first catch basin in a system is located within 400' of a roadway high point.
- c. Sanitary Sewers

Boston is presently served by a combined system. The plan calls for separating the two systems and using the existing lines as sanitary only. New sanitary lines will have to be built along the extended portion of Lorne Street. The City of Boston does not have a uniform design standard for sanitary sewers. New sewers will be designed with standard engineering methods to assure efficient operation.

3. Justification of Each Improvement in Terms of Necessity to Achieve Plan and Other Local Objectives.

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Proposed Statement 15

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It is expected that street reconstruction, new storm sewers, and new sanitary sewers in the NDP area will prove an invaluable asset in executing the program. These improvements are considered a vital part of the overall NDP.

The proposed project improvements will provide the basic utilities necessary to provide a sanitary and safe environment for the proposed family housing. They will provide access to the entire site and provide utilities so that the site may be used safely and fully.

4. Estimated Costs of Improvements and Eligible Portion Thereof

The previous estimates itemized the costs of each type of improvement by quantity and unit price. The following table is a summary of eligible project improvement and site clearance costs.

#### PROJECT COST SUMMARY

ITEM			TOTAL CHARGE TO PROJECT		
1.	Demolition and Site Clearan	се	. \$ 137,280		
2.	Street Improvements 99,320		99,320		
3.	Street Lighting		43,160		
4.	Water Improvements		<b>37,</b> 830		
5.	Storm Drainage		47,060		
6.	Sanitary Sewer 25,870		25,870		
7.	Police Signal & Fire Alarm		19,500		
8.	Traffic Control & Signing		13,000		
		GRAND TOTAL	\$ 423,020		

D. PROPOSED SOLUTIONS TO ANY SPECIAL SITE PREPARATION OR LAND PROTECTION PROBLEMS

No problems of this nature are expected to be encountered.

## E. LOCAL DESIGN STANDARDS

Information relating to local design standards was submitted with the Sumner Street (Mass. A-3) NDP Application.

- F. PROJECT IMPROVEMENTS OF EXCESSIVE SIZE OR CAPACITY

  Not applicable
- G. ASSURANCE OF RELATED PUBLIC IMPROVEMENTS Not Applicable
- H. SEWER IMPROVEMENT PRECAUTIONS

All sanitary sewers in the NDP area will be connected to the facilities of the Boston Sewer District. These facilities will insure dthat sewage from the proposed housing will not contribute to pollution. A letter from the Massachusetts Department of Public Works, Division of Water Pollution Control will be included in the final application.

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Sixteen (16) buildings are expected to be acquired and thus come under the BRA's management during the NDP Action Year. These buildings will be under BRA control for varying lengths of time before demolition.

While the BRA owns the structures, maintenance will be carried out so as to secure the safety of occupants. It is the BRA's policy that the health and safety of the area residents be of first concern. Thus, in ituations where suitable relocation housing has not been located, necessary steps will be taken to secure the well being of the occupants. Long term improvements, however, will not be authorized.

In the cases of vacant structures, demolition will be undertaken as soon as possible thus removing a blighting influence from the NDP area. Extermination of rats and other vermin from these structures as well as occupied structures will be undertaken to insure that nearby buildings are not infested. Boarding of vacant buildings will be done as the need presents itself.

Because of the project demolition schedule and the small number of structures to be demolished, the employment of security personnel is not thought to be necessary.

The BRA will maintain the rent roll of acquired properties and collect rents from the occupants of acquired buildings. Upon acquisition, the BRA shall determine fair and equitable rents for acquired properties. Under no circumstances shall these rents exceed those paid by the occupants to the former owner of the properties, or 25 percent of the occupant's income, whichever is less. It shall be the responsibility of the BRA to continue providing all services and facilities provided by the former owners.

The BRA's existing property management staff will carry out the above activities. Activities and expenses are estimated to be \$70,000.

The use of mobile homes for relocation resources is not anticipated.





## A. REHABILITATION ACTIVITY PROGRAM

1. Number, Type and Condition of Properties to be Rehabilitated

The Lena Park NDP Area contains one (1) residential property to be rehabilitated. It is estimated that the existing BRA Rehabilitation Staff will be able to complete rehabilitation efforts for this property during the Action Year.

- 2. Type and Schedule of Activities
  - a. Interior and Exterior Surveys

A Rehabilitation Construction Specialist will conduct interior surveys of the property to be rehabilitated to determine the nature and scope of work necessary to upgrade it to the rehabilitation requirements of the Urban Renewal Plan (e.g. Minimum Property Rehabilitation Standards, local code and ordinances and incipient code violations).

b. Work Write-Ups and Cost Estimate of Rehabilitation Work

A work write-up and cost estimate of all work necessary to meet the requirements of the Minimum Property Rehabilitation Standards will be developed by the Rehabilitation Construction Officer based on the property surveys utilizing cost data developed by the BRA. The work write-ups and cost estimates will be predicated on the economic debt carrying capacity of owners, occupants, properties and the selected level of rehabilitation agreed upon by the property owner.

c. Meetings With Owner of Property to be Rehabilitated

The success of the rehabilitation program is predicated on the premise that direct informal communication must be established between the property owner and the Rehabilitation Tean. In that connection, the Rehabilitation Specialist will meet with the property owner and establish a rapport and understanding of the program, resulting in a positive attitude towards the program prior to conducting any rehabilitation activities.

The positive attitudes of the owner will be developed by emphasizing the availability of financial assistance to property owners to rehabilitate their properties utilizing Rehabilitation Loan and Grant Programs under Section #312 and #115 of the Housing Act of 1965, as amended. Another program element that will be stressed to the property owner will be a detailed explanation of all proposed installation of public improvements scheduled for his neighborhood.

d. Counseling Services

The Rehabilitation Specialist, Project Planner and Project Attorney will provide advice, assistance and counseling services to the property owner as to the nature and scope of work necessary to rehabilitate his property in architectural, structural, financial, legal and technical terms.

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## e. Processing of Rehabilitation Financial Documents

The Rehabilitation Specialist will process all financial documents and will assist the owner in obtaining all information and data necessary to document his eligibility for rehabilitation loans and/or grants. He will interview the property owner and will make determinations of income, existing debt service, and all other indebtedness to qualify the owner for Federal Loan and Grant Programs. Particular emphasis will be placed on the evaluation of these interviews in determining the level of rehabilitation above the Minimum Property Rehabilitation Standards for the property.

## f. Inspection of Rehabilitation Work

The Rehabilitation Construction Specialist will conduct semi-weekly inspections of all rehabilitation work in process to assure conformance with contract provisions, standard specification requirements and overall rehabilitation requirements and objectives pertaining to the property.

## g. Rodent Control

The control and extermination of rodents will be accomplished by a professional exterminator under contract with the BRA for the entire NDP Area as necessary.

## h. Architectural Services

An urban designer will prepare renderings of the property as it would look after rehabilitation to motivate the owner to select the highest level of rehabilitation that is economically feasible. He will review all building plans so that all of the requirements of the Urban Renewal Plan are met.

## i. Non-Participating Owner

The BRA may, upon advance written notice, negotiate the sale or take by eminant domain this parcel if the owner of the building scheduled for rehabilitation is unwilling or unable to rehabilitate. The parcel will either be sold to a developer willing to rehabilitate the building or if this is not economically feasible the building may be demolished and be added to a clearance parcel for disposition for the construction of new housing.

# 3. Estimate of Section #115 Rehabilitation Grants Required

It is estimated that financial assistance to the eligible property owner utilizing the Section #115 Rehabilitation Grant Program will not be needed.

## B. BASIS OF PROPERTY REHABILITATION STANDARDS

The property will be rehabilitated to meet local housing and building codes.

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## C. PHYSICAL AND FINANCIAL FEASIBILITY OF REHABILITATION

A random sample survey of owner attitudes, incomes and condition of properties indicate that approximately one third of the buildings are owner occupied properties maintained in fairly good condition.

The BRA's experience in the Washington Park Urban Renewal Area, which is located less than one mile from the Lena Park NDP Area, indicates that similar buildings were economically and physically feasible to rehabilitate.

D. REHABILITATION OF PROPERTIES UTILIZING NEIGHBORHOOD DEVELOPMENT PROGRAM FUNDS

The BRA will not rehabilitate properties utilizing NDP funds during the Action Year unless the individual property owner will not do so. In that case, the BRA would acquire the parcel.

E. PROPOSALS FOR ENCOURAGING NON-PROFIT SPONSORS TO UNDERTAKE FEDERAL HOUSING ADMINISTRATION AND HOUSING ASSISTANCE ADMINISTRATION PROPERTY REHABILITATION ACTIVITIES

It is the BRA's policy to encourage non-profit and limited profit sponsors to undertake Federal Housing Administration and Housing Assistance Administration property rehabilitation activities whenever owner occupants are not available or willing to do so.

F. CONTROL AND EXTERMINATION OF RODENTS

Submitted with first NDP application (Mass A-3).

G. ADEQUATE ADMINISTRATIVE ORGANIZATION

Since only one parcel is planned to be rehabilitated, the existing Rehabilitation Department of the BRA can handle all of the rehabilitation activities described herein.





#### A. LAND MARKETING ACTIVITY PROGRAM

The BRA plans to utilize the same basic land marketing techniques that were used in the East Boston (Mass A-3). To assist in its land marketing program, the BRA will be guided by: (1) the findings and recommendations of the Lena Park Feasibility Study; (2) its previous experience in working with redevelopers; and (3) its knowledge of local market conditions.

The acquisition area will be cleared for the construction of 250 to 300 units of new low to moderate income family housing during the Action Year. Upon approval of plans, the proposed redeveloper, the Lena Park Community Development Corporation (CDC) will execute a Contract of Sale and Disposition Agreement with the BRA at the end of the Action' Year.

Land marketing activities, including the review of developer's plans, will be undertaken by the staff of the BRA with the assistance and recommendations of the PAC. Subsurface investigations will be undertaken for the parcel to be disposed of as soon as the loan and grant contract between the BRA and HUD is executed.

The negotiated disposition of the improved parcek, as provided in HUD regulations (RHA 7214.1 Chapter 4, Section 3 and RHA 7384.1 Chapter 6, Section 2), is proposed because:

- 1. The Lena Park CDC, as a community based corporation, can provide local leadership that will make the proposed housing more successful;
- 2. The Lena Par CDC has been influential in initiating and planning the proposed NDP, and
- 3. The Lena Park CDC operates a large multi-purpose community service center within the NDP Area that can provide unique recreational and social services to residents of the proposed family housing if it is the redeveloper.

#### B. APPRAISAL REPORTS

Disposition estimates are based on BRA experience gained from recent Urban Renewal Projects. An appraisal report will be furnished, if necessary, at the appropriate point in the disposition program.

## C. ASSURANCES OF REDEVELOPMENT

A letter indicating the Lena Park CDC's intent to act as the redeveloper is included as an exhibit to this report. An executed Contract of Sale and Disposition Agreement will be submitted to HUD prior to disposition of real property.

If the Lena Park CDC is unable to submit an acceptable redevelopment proposal, (one which does not substantially meets the specifications of the Urban Renewal Plan) or is unable to meet HUD's financial requirements for redevelopers, the BRA will advertise the availability of the cleared and improved parcels for the development of the proposed family housing. If this occurs, developers who indicate an interest in developing this property will be required to submit a proposal for the construction of these units.

The BRA will then consider the following general criteria in designating a redeveloper:

- 1. Financial Strength a developer will be required to show he has the financial resources necessary to carry out the proposal.
- 2. Experience the developer should have experience in the construction of buildings of comparative size.
- 3. Over-All Proposal The developer must construct well planned, well designed, safe, and sanitary housing that meets the specifications of the Urban Renewal Plan.

## D. ECONOMIC AND MARKET DATA

- Summary of Economic Status of Locality
   Submitted with initial NDP application (MASS A-3).
- Economic and Market Analysis Study Not applicable.
- 3. Interim Disposal to a Public Agency

No interim disposal to a public agency is contemplated in the Action Year.

4. Separate Market Studies for Transient Housing Accommodations
Not applicable.

### E. DISPOSITION PROCEED ESTIMATES

1. From Land to be Acquired During the NDP Action Year.

A tabulation of estimated disposition proceeds for land to be acquired in the Action Year is included in Table 1, "Summary of Dispostion Proceeds."

Estimates were based on the BRA's experience in recent Urban Renewal Projects taking due note of the fact that the Lena Park NDP Area is not part of the Central Business District and making adjustments accordingly.

2. Revisions and Adjustment for Previously Acquired Land

Since no land was acquired in 1971-72 Action Year in the LLena Park NDP Area, this section is not applicable.

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TABLE I
SUMMARY OF DISPOSITION PROCEEDS

Redevelopment		Approx. M of Parculs	/ ea In Sq. Ft.	LPA'S Estimate
1.	Total Uses Total Public & Quasi-Public Uses	28	347,000	\$ 30,000
		36	30,500	0
	<ul> <li>a. Streets &amp; other public R.O.W. (by dedication)</li> <li>b. Streets &amp; other public R.O.W.</li> <li>c. Parks, Playgrounds, etc. (by dedication)</li> <li>d. Parks, Playgrouns, etc.</li> <li>e. Public Utility Easements</li> <li>f. Low Rent Public Housing</li> <li>g. Other Public Uses</li> <li>h. Non-Profit Inst.</li> <li>i. Moderate Income Housing</li> </ul>	3	30,500	0
3.	Total Private Uses  a. Residential  b. Commercial  c. Light Industrial  d. Heavy Industrial  e. Other	25	316,500	\$ 30,000
	f. Moderate Income Housing	25		\$ 30,000





## A. ADMINISTRATIVE ORGANIZATION

- 1. The BRA, in cooperation with the Lena Park CDC and PAC, shall administer the relocation program.
- 2. Relocation of families and individuals shall be the responsibility of the Family Relocation Department of the BRA. Relocation staff shall consist of a Relocation Specialist, Rehousing Specialist, and Clerical-Aide, together with the necessary administration and records coordination which will be provided by the central staff.

## B. RELOCATION STANDARDS

- 1. Physical and Occupancy Standards. All housing which is referred to families shall be decent, safe, and sanitary, adequate in size to meet the needs of each family and individual being displaced.
  - a. Decent, safe, and sanitary housing is housing which is in sound, clean, and weathertight condition, in conformance with Article II of the State Sanitary Code and which meets the following minimum criteria:
    - (1) Housekeeping Unit. A housekeeping unit must include a kitchen with fully usable sink; a stove or connection for same; a separate and complete bathroom; hot and cold running water in both the bath and the kitchen, an adequate and safe wiring system for lighting and other electrical services, and heating as required by climatic conditions and local codes. For purposes of comparability, these are minimum requirements, not limitations.
    - (2) Non housekeepign Unit. A nonhousekeeping unit is one which meets Article II of the State Sanitary Code for boarding houses, hotels, or other congregate living.
  - b. Occupancy Standards. Occupancy standards for replacement housing shall comply with Article I of the State Sanitary Code, and shall provide for one bedroom for each married couple and each two persons of the same sex. Additional bedrooms may be required on the basis of health needs or age difference. In unusual circumstances a lesser number of bedrooms may be acceptable if the requirements pertaining to floor and spacial area in Article II of the Massachusetts State Sanitary Code are met.
- 2. Ability to Pay Standards. No Family or individual shall be referred to any housing wherein costs would exceed 25% of their monthly income.
- 3. Environmental Standards. A comparable dwelling unit shall be in a location not subjected to unreasonable adverse environmental conditions, natural or manmade; nor generally less desirable than the location of the acquired dwelling with respect to public utilities and services, schools, churches, recreation, transportation, and other public and commercial facilities; and accessible to the displaced person's present or potential place of employment.
- 4. Equal Opportunity Standards. All replacement housing for listings and referrals shall be open to all regardless of race, color, religion, or national origin, in a manner consistent with Title VIII of the Civil Rights Act of 1968, Statutes and regulations administered by the Commonwealth of Massachusetts Commission Against Discrimination, and available without discrimination based on source of income (e.g., welfare).

#### C. INFORMATIONAL PROGRAM

- 1. Families and Individuals. Informational material for families and individuals shall include the following:
  - a. A complete description of the nature and types of project activities which will be undertaken, including an identification of areas which will be affected by displacement.
  - b. An indication of the availability of relocation payments, including the types of payments, the general eligibility criteria for residential occupants, and a precaution about premature moves that might make persons ineligible for benefits.
  - c. A statement indicating that no person lawfully occupying property will be required to move without at least 120 days' written notice from the Authority.
  - d. A clear explanation, in layman's language, and/or a map of the boundaries of the project or program area.
  - e. A statement of the purpose of the relocation program and brief indication of the services and aids available.
  - f. Assurance that familie and individuals will not be required to move before they have been given an opportunity to obtain decent, safe, and sanitary housing within their financial means, except for the causes set forth within the Authority's HUD-approved eviction policy.
  - g. Encouragement to site occupants to visit the relocation office, to cooperate with the relocation staff, to seek their own standard rehousing accommodations, and to notify the relocation office prior to the move if they move on their own initiative.
  - h. A brief description of what constitutes comparable, decent, safe, sanitary housing, including the physical standards for housekeepign units.
  - i. A layman's description of the Federal Fair Housing Law (Title VIII of the Civil Rights Act of 1968), Executive Order 11063, and applicable State and local fair housing or antidiscrimination laws, as well as rights under Title VI of the Civil Rights Act of 1964.
  - j. A statement that the Authority (or its agent) will provide assistance to persons in obtaining housing of their choice, including assistance in the referral of complaints of discrimination to the appropriate Federal, State, or local fair housing enforcement agency.
  - k. A summary of the eviction policy described in the approved relocation program.
  - 1. If applicable, a statement that a code compliance is in effect in the community, and that if a family or individual moves to a substandard housing unit, it may be inconvenienced when action is taken to bring the unit up to code standards.
  - m. The address, telephone number, and hours of the relocation office.
  - n. Statement that FHA Form 3476 will be provided to displaced persons to indicate their priority for certain types of housing, including HUD-assisted rental housing, or when seeking HUD-FHA sales mortgages.

## D. ASSISTANCE IN OBTAINING HOUSING

1. Listings. The BRA shall provide current information on a continuing basis to residents on availability, price, and rental of decent, safe, and sanitary housing according to their preferences, in keeping with the standards set forth in Chapter 2, Section 3.b. of the Relocation Handbook. The Authority shall refer to residents to be displaced currently available dwelling units of appropriate size to meet their needs, and which are within their ability to pay. In keeping with BRA practices, no referrals shall be made to any broker, or other party, or agency who discriminates on the basis of race, color, creed, or national origin.

## 2. Referrals

- a. Relocation housing shall be inspected prior to referral to assure that it meets HUD-approved standards, except for housing which has been approved by HUD or V.A. for mortgage insurance or guarantee, or public lousing.
- b. No individual or family shall be referred to a unit which:
  - (1) Is structurally substandard or which fails to meet local codes and ordinances.
  - (2) Exceeds the family's or individual's ability to pay. (The BRA shall thoroughly explore with each individual and family, individual needs and preferences relative to the allocation of their income for housing.)
  - (3) Is in a neighborhood slated for governmental action, unless that action is related to rehabilitation or improvement of neighborhood amenities; or into any blighted or deteriorating area for which improvements are not planned to be undertaken within a short period of time. In no case shall referral be made to a unit from which it can reasonably be anticipated that the family or individual may subsequently be displaced.
- c. In making referrals, the BRA should give consideration to the proximity of the dwelling unit to the wage earner's place of employment or potential employment, as well as to proximity to public transportation and any other public facilities essential for the successful adjustment of the family or individual.
- d. The BRA shall refer all interested apparently eligible families and individuals to the Boston Housing Authority for the purpose of filing an application for admission. When appropriate, the Authority should assis in the preparation of an application.

# 3. Assistance in Obtaining Housing

a. Problems Encountered by Families or Individuals. Families and individuals shall be advised to refer to the BRA any problems experienced in obtaining housing or other accommodations. The Authority shall assist in resolving problems which arise in connection with availability or accessibility of accommodations, whether or not the displaced person was referred to the accommodations by the BRA.

- b. Information on Available Housing. The BRA shall provide prompt information on available sales and rental housing, counseling, and shall assist families and individuals in obtaining units of their choice.
- c. Assistance to Prospective Homeowners. The BRA shall provide counseling and assistance to prospective homeowners in obtaining mortgage financing, including helping in the preparation and submission of purchase offers, obtaining credit reports, and verifying employment where this is necessary to affect the purchase, and making any other arrangements with lending institutions to facilitate the obtaining of mortgages, particularly for minority-group and low-income families and individuals. Families and individuals who desire to become homeowners will be advised of their priority to purchase HUD-acquired properties and of the availability of HUD-assisted mortgage programs.
- d. Other Assistance. The BRA shall assist families and individuals in obtaining priority for admission to rental and sales housing, particularly HUD-assisted low and moderate-income housing developed under Sections 221(d)(2) and 221(d)(3), BMIR; Sections 235 and 236, and Rent Supplement Housing. Families and individuals will be advised of V.A. acquired properties as well as HUD acquired properties that may be available.
- 4. Housing Discrimination Complaint. If a family or individual is unable to purchase or rent a replacement dwelling because of discriminatory practices relating to race, color, creed, or national origin, Form HUD-903, Housing Discrimination Complaint, shall be made available to each family or individual so aggrieved, as well as information concerning recourse available through the Massachusetts Commission Against Discrimination. The BRA will take positive action to assist each individual and family, as well as business concerns, to have the full opportunity to relocate to a site or dwelling of their choice.

Discrimination in the sale, leasing, or rental or single and multiple family dwellings on the basis of race, color, creed, national origin, or national ancentry is prohibited by the Fair Housing Practices Law (Section 7 of Chapter 151B of the Massachusetts General Laws, as amended).

Every family and individual is advised of the availability of assistance in seeking housing in the area of his choice, and in procedures available, in the event discrimination in the sale or rental of housing is suspected (see next page).

#### YOUR HOUSING RIGHTS

Discrimination in the sale or rental of housing because of your race, creed, color (or national origin) is illegal under state and federal law. You should seek assistance if you suspect that:

- \* You were denied the opportunity to buy or rent a house or apartment by either the owner or his agent.
- \* You were told a house or apartment was not available when it really was.
- \* You were offered different terms or conditions of sale or rental than someone else was offered.

#### WHAT TO DO

- \* Contact your relocation worker immediately and report what happened. Be sure to note the name of the owner or agent and the address of the property.
- \* Your worker will assist you if you wish to obtain legal assistance (at no cost) and file a complaint with the Massachusetts Commission Against Discrimination.

#### THE COMMISSION OR COURT OF LAW MAY

- \* Delay or prevent the sale of the house or rental of the apartment to someone else.
- \* Make it possible for you to buy or rent the house or apartment you desire.
- \* Award you damages and court costs or take other action that could satisfy your grievance.

You need not be able to provide proof of discrimination. You need only to report any incident where you feel discrimination has occurred.

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#### F. RELOCATION PAYMENTS

The BRA shall make relocation payments to eligible site occupants in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD regulations contained in the Relocation Handbook, as outlined below.

- 1. Basic Eligibility Requirements. For the purpose of establishing eligibility for any relocation payment, a displaced person is a family or individual who moves from real property within the project area, or moves his personal property from such real property on or after the date of the pertinent contract for Federal financial assistance for the project, and is displaced as a result of:
  - a. Acquisition of real property for a project.
  - b. The receipt of a written order from the Authority to vacate the property for a project.
  - c. Code enforcement or rehabilitation upon:
    - (1) Receipt of a written order to vacate from the owner or code enforcement agency on the grounds that code enforcemtn or rehabilitation activities will be undertaken.
    - (2) Commencement of code enforcement or rehabilitation activities where the Authority concludes that the person has moved in reasonable anticipation of such activities, and that either: (1) the owner has notified the tenant of an increase in rent of not less than 10% which would result in the rent exceeding 25% of total household income; or (2) code enforcement or rehabilitation which could not reasonably be undertaken without the vacating of the real property.

# 2. Type of Payments

- a. Payments for Moving and Related Expenses:
  - (1) Actual Reasonable Moving Expenses. A family or individual who elects to receive a relocation payment for actual reasonable moving expenses shall be paid the full amount of eligible costs including expenditures for:
    - (a) The cost of transporting persons or personal property from the project site to a replacement site (including transportation to storage). Transportation costs beyond the first 50 miles from the boundary of the political jurisdiction in which displacement occurs are not eligible except when the Authority determines that a move of a longer distance is justified and reasonable.

- (b) Packing and crating personal property.
- (c) Obtaining estimates for moving expenses.
- (d) Storage of personal property for a period generally not to exceed six months when the Authority determines that storage is necessary.
- (e) Insurance premiums covering loss and damages of personal property while in storage or transit.
- (f) The disconnection and reconnection of households appliances.
- (g) Property lost, stolen, or damaged (not caused through the fault or negligence of the displaced person, his agent, or employees) in the process of moving where insurance to cover such loss or damage is not available.
- (h) Ineligible expenditures include additional expenses incurred because of living in a new location, cost of moving real property in which the displaced person retained ownership, interest on loans to cover moving, personal injury, cost of preparing the claim for moving expenses, and modification of personal property to adapt it to the replacement dwelling.
- (i) Payment of Claims. A claim for a payment for actual moving expenses, supported by a bill or other evidence of expenses incurred, must be submitted to the BRA within six months of the date of the displacement. By prearrangement between the BRA, the displaced person and the mover (evidenced in writing), the claimant or the mover may present an unpaid moving bill to the Authority for direct payment. The BRA has the obligation to assure that the mover has fulfilled all contractual arrangements prior to making the payment directly to the mover.
- (2) Fixed Payment and Dislocation Allowance. A family or individual who elects to receive a fixed payment in lieu of actual moving expenses shall be compensated as follows:
  - (a) In an amount not to exceed \$300, in accordance with the number of rooms of furniture to be moved. (With the approval of the BRA, an allowance for one additional room may be made in calculating the fixed payment to assist in moving articles stored in attics, cellars, or garages.)

Fixed l'ayment Schedule

1	Room	\$ 60	5 Rooms	\$225
2	Rooms	130	6 Rooms	250
3	Rooms	150	7 Rooms	275
4	Rooms	190	8 Rooms or	300
			more	

Families or individuals living in a furnished apartment and not owning furniture, \$25 for the first room and \$15 for each additional room.

- (b) Plus a \$200 dislocation allowance.
- (c) An advance dislocation payment may be made to a claimant who elects to receive a fixed payment if the BRA determines that a hardship exists (e.g., the claimant needs money for a security deposit on a replacement dwelling.
- (d) If incividuals (not a family) are joint occupants of a single-family dwelling unit, each eligible claimant is entitled to actual moving expenses. If the individuals elects to receive a fixed payment, and more than one claim is submitted, the amount of the fixed payment and the dislocation allowance shall be prorated among the claimants.
- b. Replacement Housing Payment for Homeowners
  - (1) Purpose. To provide assistance to displaced owner-occupants to purchase and occupy comparable suitable standard replacement housing. The Replacement Housing Payment may be in an amount not to exceed a total of \$15,000, which may include a price differential payment, an interest payment, and an incidental expense payment.
  - (2) Eligibility Requirements. A family or individual may be eligible for a Replacement Housing Payment if:
    - (a) Displaced from a dwelling acquired for the project, or demolished (in accordance with local codes) in connection with the project.
    - (b) An owner-occupant of the acquired property for not less than 180 days prior to the initiation of negotiations for acquisition (or in the case of demolition, not less than 180 days prior to vacating the dwelling).
    - (c) Purchases and occupies a standard replacement dwelling within one year after the date on which he receives the final payment from the BRA of all costs of the acquired dwelling, or on the date on which he moves from the acquired dwelling, whichever is later.
  - (3) Payment Components
    - (a) The Differential Payment is the amount, if any, which when added to the acquisition payment for the acquired dwelling equals the reasonable cost of a comparable replacement dwelling. The reasonable cost of a comparable replacement dwelling may be established by one of two methods:

- (i) Schedule of Average Prices of Comparable Sales Housing in Locality, or, at the option of the displacee.
- (ii) A Comparative Method to determine the cost of comparable housing on a case-by-case basis through the use of the sales price of one or more dwellings which are representative of the acquired dwelling. The comparable dwelling may be selected by the BRA or by the displaced person, with the approval of the Authority.
- (b) The Interest Payment is an amount to compensate the displaced homeowner for the present worth of any loss of favorable financing. The acquired dwelling must have been encumbered by a bona Fide mortgage for not less than 180 days prior to the initiation of negotiations.
- (c) The Incidental Expense Payment is an amount to compensate the displaced homeowner for expenses incidental to the purchase of replacement housing, such as legal, closing and related costs, lender, FHA or V.A. appraisal fees, FHA or V.A. application fee, certification of structural soundness, credit report, owner's and mortgagee's assurance of title, sales or transfer taxes, escrow-agent's fee, and other expenses as determined eligible by HUD.
- (4) Notification of Eligibility. The BRA shall provide written notification of eligibility requirements for the Replacement Housing Payment to each owner-occupant of residential property to be acquired. Upon the written request of the claimant, a letter of verification of potential eligibility for the payment will be furnished to a responsible lending institution or other party designated by the claimant.
- (5) A Claim for Replacement Housing Payment for Homeowners may be submitted within six months following purchase and occupancy of a standard replacement home. Whenever possible, and if requested by the claimant, the payment should be made on the date and at the place of settlement in order to facilitate the purchase of the replacement housing.

If individuals (not a family) are joint owner-occupants of an acquired single-family dwelling, each eligible claimant shall be paid a prorated share of the total payment applicable to a single individual.

- c. Replacement Housing Payments for Tenants and Certain Others.
  - (1) Purpose. This payment may be in an amount not to exceed \$4,000 and be used:
    - (a) To assist in the rental of replacement housing for a period not to exceed four years (i.e., rental assistance payment).

- (b) To assist in making a downpayment towards the purchase of a replacement dwelling.
- (c) To assist a homeowner temporarily displaced by code enforcement or voluntary rehabilitation.
- (2) Eligibility Requirements. A family or individual may be eligible for the Replacement Housing Payment for Tenants and Certain Others if:
  - (a) Displaced from a dwelling acquired for the project or demolished (in accordance with local codes), or as a result of code enforcement, voluntary rehabilitation, or improvement of private property pertaining to the project.
  - (b) A tenant who lawfully occupied the dwelling from which he is displaced for a period of not less than 90 days prior to the initiation of negotiations for acquisition. In cases other than acquisition, he must have occupied the dwelling for 90 days prior to the date of vacating the dwelling, or
  - (c) A homeowner who occupied the dwelling from which he is displaced for not less than 90 days prior to initiation of negotiations for acquisition, and who either is not eligible for, or does not elect to receive a Replacement Housing Payment for Homeowners, and
  - (d) Rents or purchases and occupies a standard replacement dwelling.
- (3) Payment for Claimant Who Rents. The amount of the rental assistance payment will be based on the difference between the average monthly rental including utilities before relocation, and the actual or average rental price for a comparable standard suitable apartment after relocation. The difference is multiplied by 48 (months) to determine the total amount of the payment, not to exceed \$4,000 over a four-year period.

If the average monthly rental before relocation is higher or lower than similar housing in the area, or if the displaced person is an owner, or for any other reason is not required to pay rent, the prerelocation basic rent shall be the economic rent for similar housing in a similar area. Additionally, if the average pre-relocation rental exceeds 25% of the adjusted annual household income, the payment shall be computed on the basis of the difference between 25% of the adjusted income and the cost of comparable replacement housing.

The displaced person shall have the right to elect to use either the schedule method, or the comparative method in determining the cost of standard replacement housing. (In the event the BRA determines that neither of these methods is feasible in a given situation, an alternative method may be used with prior HUD approval.)

- (4) Inspection of Replacement Housing Unit. The BPA shall instead the dwelling unit to which the claimant moves to determine that it meets applicable standards. If the rental assistance tayment is being made in annual installments, the BPA shall verify that the unit remains decent, safe, and sanitary before making each payment. In the event the dwelling is too far away or inspection is otherwise impractical, a Claimant's Peport of Self-Inspection of Replacement Owelling Unit must be submitted by the claimant before the annual installment can be made. Accreaniate notification and the Self-Inspection form will be mailed to the claimant at least 30 days prior to the anniversary date of receipt of his initial payment. If the dielling is determined to be substandard, the BRA shall notify the claimant of his ineligibility to receive the rental assistance payment unless the dwelling is prought up to approved standards or he moves to a standard unit.
- (5) Payment for Claimant and Purchases. If a discladed tensor elects to purchase instead of renting, he may receive a payment of up to \$4,000 for a compayment towards the purchase of a replacement avelling, allowing that:
  - (a) If the claim is for more than \$1,000, the claimant must match, dollar for dollar, the amount in excess of \$2,000 up to the maximum of \$4,000.
  - (b) The amount of the payment may not exceed the amount that would be required for a conventional down payment.
  - (c) The full amount of the payment must be applied to the purchase price and such payments including indicental expenses, and must be shown on the cloting statement.
- (6) Payment to Homeowners Temporarily Distlaced. nomes her temporarily displaced as a result of code enforcement other than demolition) or voluntary relabilitation may be eligible to receive a rental assistance payment that is balculated in the same general manner as for owners and elect to ment.
- (7) Claiming Payment. A Claim for Replacement Housing Payment for Tenants and Certain Others, accompanied by evidence that the replacement dwelling is standard, must be submitted to the BRA within a period of six months after displacement of the claimant.
- 3. General Notification. The BRA shall notify, at the earliest possible date, all persons who may be displaced on other ise affected by project activities of the availability of relocation payments, the office where detailed information may be obtained, and the dates poverning eligibility for the payments.

# 4. Processing of Claims

a. A Claim for a Relocation Payment (other than a Claim for a Replacement Housing Payment for Homeo mens) must be submitted to the BRA within six months after displacement of the claimant. A claim for a Replacement Housing Payment for Homeo mens may be submitted within six months following purchase and occupancy of a standard replacement home.

- b. Payment shall be made by the BRA as promptly as possible after a person's eligibility has been determined in accordance with HUD regulations and procedures.
- c. Ineligible claimants shall be given written notice of the reasons for rejection of a claim. If ineligibility is based solely on the basis of a move to substandard housing, a claimant must be so notified and given time (tenants, 90 days; and owners, up to one year) in which to either move to a suitable standard dwelling unit or bring the unit into conformance with HUD-approved relocation standards.
- d. The BRA may set off against a relocation payment claim of an otherwise eligible person any financial obligations to the BRA arising out of the use of the real property from which the claimant is displaced, and which are unpaid by the claimant (e.g., deducting delinquent rent, provided that the BRA has not been negligent with respect to timely collection of rent). Whenever the BRA determines the financial obligation could not be met without undue hardship to the claimant, the obligation shall not be set off against the claim. The \$200 dislocation allowance is not subject to setoff.
- e. Before taking any setoff action, the BRA shall notify the displaced person of its intention to set off the claim and shall advise the person that he may, within 30 days, file a statement denying or disputing the claim. If such statement is filed by the person, the BRA may tentatively setoff the claim if it institutes within 30 days and diligently prosecutes a judicial action to obtain a judgment for the claim. Once the BRA obtains a judgment for the claim, the setoff will be deemed final. If judicial proceedings are instituted and the BRA is denied a judgment, or if the BRA does not institute and prosecute proceedings, the full amount of the claim shall be paid, if otherwise eligible.
- f. The BRA shall maintain in its files complete and proper documentation supporting the determination made with respect to each claim.

#### F. TEMPORARY MOVES

- 1. The BRA shall minimize the use of temporary relocation resources, but may use such resources with prior HUD concurrence when adequate permanent relocation resources are not available at the time of displacement from the neighborhood, or when the HUD-approved project plan anticipates moves back into completed accommodations in the project or program area. Temporary reloction will not diminish the responsibility of the Authority to offer relocation assistance and services designed to achieve permanent relocation of site occupants into suitable facilities.
- 2. No temporary moves will be undertaken without prior HUD approval except in cases of emergency. A temporary move shall be made only under the following conditions:

Families and Individuals

## a. Temporary Move

(1) The move is necessitated: (a) in the case of an emergency; (b) where an individual or family is subject to economic hardship or conditions hazardous to his or his family's health or safety; of (c) in extraordinary situations where in the absence of a temporary move the progress of the project or program would be substantially delayed.

- (2) The HUD-approved project plan anticipates moves back into completed accommodations in the project or program area.
- b. The temporary housing is decent, safe, and sanitary and within the financial means of the family or individual.
- c. The BRA shall have determined that within 12 months of the date of the temporary move, or such longer period as HUD may approve upon request, or as part of th project plan, appropriate replacement housing will be available for occupancy by the persons temporarily rehoused.
- d. Prior to temporary move, the BRA will provide written assurance to each family and individual that:
  - (1) Replacement housing in standard condition will be available at the earliest possible time, put in any event no later than twelve months from the date of the temporary move, unless HUD has approved a longer period.
  - (2) Replacement housing will be made available on a priority basis to the individual or family who has been temporarily rehoused.
  - (3) The move to temporary rehousing will not effect a claimant's eligibility for a replacement housing payment, nor deprive him of the same choice of replacement housing units that would have been made available had the temporary move not been made.
  - (4) If the project plan anticipates moves back into replacement housing accommodations in the project or program area, the individual or family who has been temporarily displaced will be given priority opportunity to obtain such housing accommodations.

# 3. Cost of Temporary Moves

#### a. Amount

- (1) For either the temporary move or the permanent move, the person displaced may elect to receive either reimbursement for the actual moving costs, or a fixed moving payment and Dislocation Allowance.
- (2) For the other move, the total allowable amount is limited to the actual reasonable costs of moving, and will be considered as a project cost.
- (3) Homeowner Temporarily Displaced As a Result of Code Endorcement or Voluntary Rehabilitation. A homeowner temporarily displaced as a result of code enforcement (other than demolition) or voluntary rehabilitation, may be eligible for a Replacement Housing Payment for Tenants and Certain Others.

## G. SOCIAL SERVICES

- 1. Services to be Provided. All families and individuals shall be provided with ready, convenient access to needed social services and counseling both prior to, and subsequent to relocation. Necessary services and counseling shall also be made available to those residents who do not mve, whenever the need exists. The BRA shall provide, or have provided, all necessary job, financial, educational, health, and other services and counseling needed, and shall follow up to determine whether the services have been provided and adequately utilized. The BRA shall also take whatever steps may be necessary to assure the provision and utilization of the services.
- 2. The BRA shall either provide special staff or contract with appropriate agencies to coordinate the provision of social services and counseling to displaced families and individuals, and referrals to public and private agencies for aid.

## H. SELF-RELOCATION AND INSPECTION

The BRA shall inspect the dwellings of families and individuals who select their own housing prior to the move if at all possible. If the BRA does not have prior knowledge of the move, the family or individual will be traced. When a dwelling is found to be substandard, the BRA will offer assistance in securing standard accommodations. If the family or individual declines a reasonable number of offers of standard dwelling units and its present dwelling unit does not meet code requirements of the City of Boston Housing Code, the BRA shall, in the case of rental units, refer the matter to the Boston Housing Inspection Department with the objective of requiring the landlord to bring the unit into conformity with the code. The BRA shall request notification from the Housing Inspection Department when the deficiencies have been corrected.

## I. EVICTION POLICY

Eviction will be utilized only as a last resort and in no way affects the eligibility of evicted displaced persons for relocation payments. Every effort shall be made to prevent eviction by a private landlord. BRA relocation records will be documented to reflect the specific circumstances surrounding the eviction from BRA-acquired property. Eviction shall be undertaken only for one or more of the following reasons:

- 1. The failure to pay rent except in those cases where the failure to pay is based upon the BRA's failure to keep the premises in habitable condition.
- 2. Maintenance of a nuisance or use of the premises for illegal purposes.

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- 3. Material breach of the rental agreement.
- 4. Refusal to accept one of a reasonable number of offers of accommodations meeting HUD-approved relocation standards.
- 5. The evicttion is required by State or local law, and cannot be avoided by the BRA.
- J. RELOCATION RECORDS AND REPORTS

The BRA shall maintain up-to-date records on the relocation of all occupants and submit to HUD periodic progress reports on relocation.

Relocation Records. The BRA shall develop and maintain relocation records, beginning with the information secured during the first interview to assess the needs of the displaced person. A separate record shall be prepared for each family, even though the family may not be maintaining a separate household; each individual maintaining a self-contained housekeeping unit, or a non-housekeeping unit. The record shall contain all data relating to relocation of the displaced person, including the nature and dates of services that are provided, the type and amount of relocation payments made, and the location to which those displaced are relocated, including a description of the accommodations.

## K. BRA EVALUATION OF RELOCATION

The BRA shall periodically evaluate the relocation advisory assistance program to gauge its effectiveness in assisting persons affected by HUD-assisted programs or projects. The following factors are among those which will be considered:

- 1. The effectiveness of relocation in upgrading the housing and overall environmental conditions of persons displaced.
- 2. The extent of resident involvement in planning and execution of the relocation program.
- 3. The method(s) for identifying significant problem areas and the procedures utilized in obtaining satisfactory solutions.
- 4. The effectiveness of the social service program, including counseling services in helping residents adjust to relocation, and in helping solve individual and family problems.
- 5. The extent of utilization of HUD-assisted and VA-insured housing as a relocation resource.
- 6. The effectiveness in assuring equal opportunity for displaced persons and in reducing patterns of minority-group concentration.
- 7. The effectiveness of the relocation services provided, including counseling services.
- 8. The satisfaction of relocated families, and individuals in their new locations.
- 9. The promptness of processing claims and the making of payments, including the amounts, delivery, and the use of relocation payments.
- 10. The effectiveness of grievance procedures.

# L. INFORMATION CONCERNING LENA PARK SITE RESIDENTS

Complete and precise information concerning the estimated thirty-four residential households to be affected by the Lena Park NDP is not available at this time. Community leaders have requested that relocation surveys and other NDP activities which would represent a promise of neighborhood improvement be postponed until the NDP comes closer to reality. In the past, the community eagerly awaited construction of housing in the area and expressed considerable resentment and disappointment upon its failure to materialize. However, preliminary counts indicate that twenty-nine tenants and five owner-occupants reside in sixteen buildings scheduled for demolition. The residents are predominantly black families (nearly 90%) with low income, many of whom receive some form of welfare assistance, primarily A.F.D.C. The majority of buildings to be acquired are in dilapidated condition, some partially vacated, and represent hazardous living conditions.

The plan anticipates that all residents who wish to return to the area may be accommodated in the new Lena Park Housing, in units of appropriate size and within income means through utilization of rest subsidy. Temporary housing within the adjacent Franklin Hill Project will be available for those low-income households who wish to utilize it. Rehousing staff will locate other tmeporary dwellings if so desired.

Any tenant or owner who wishes to purchase a home will be assisted by an experienced Rehousing Staff member who, after discussion concerning housing needs, preferences, and financial capability, will describe the various available mortgage programs. Prospective home buyers will be given assistance in obtaining financing, packaging the mortgage, and in other areas such as title search, closing costs, interest, settlement costs, etc., as necessary to facilitate the purchase.

In addition to a 6.6% vacancy rate within standard existing housing units with rentals under \$100 (1970 Census, Boston), projected new and rehabilitated housing to be completed by the end of 1973 indicates an adequate supply of standard private rental and FHA-sponsored moderate-income housing within the Boston locality. Reference to the Workable Program, 1972-1973, indicates a total of 5,201 new low and moderate-income units to be completed within this two-year period. The displacement of thirty-four households, therefore, will not present a significant difficulty in securing standard rehousing resources while taking into consideration special needs and household preferences.

All measures will be taken to assure minority-group families and individuals of strict adherence to Fair Housing Practices as outlined in the Relocation Program, in order that families and individuals may not be prevented from moving to the area of their choice because of discrimination based on race, color, creed, national origin, or national ancentry.

- M. COSTS ATTRIBUTABLE TO RELOCATION PAYMENTS AND PROGRAM STAFFING:
- I. Payments (Based on 34 Households)

Moving Payments (Fixed Schedule-average 6 rms.) \$ 8,500 Dislocation Allowance 6,800

Replacement Housing Payment for Terants (29) Replacement Housing Payment for Homes ners (3)	116.000 75,0 <u>1</u> 0
Subtotal	\$ 206,300
II. Assistance Program	
Family Relocation Specialist (2.3) Rehousing Specialist (1.3) Secretarial-Clerical-Aide Central Staff Services: Peccros, Administrative Travel Reimburserent Fringe Benefits Subtotal	\$ 6,000 6,000 1,000 100 1,980 8 18,50
Total Cest	\$ 224,88 <u>0</u>

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# A. BACKGROUND: PRIOR PARTICIPATION IN PLANNING NDP

The Lena Park NDP proposal grew out of the activities of the Lena Park Association. This association was created in 1966 by approximately 25 persons, most of whom had money invested in a home on Lorne Street or a business in the area. They were concerned about the increasing physical decay and social problems on the street. The street had become an eyesore and also had a bad reputation in the community.

The Association carried out several improvement projects which included a rat eradiction program, a clean up campaign, and the formation of committees to notify police of abandoned cars and persons dumping garbage on the street. Members tried to interest homeowners and tenants on nearby streets in the Association.

The Dorchester APAC gave its support to the Association's activities and provided a summer tutoring program for children in a neighborhood community center that the Association was running in cooperation with Boston State Hospital.

In 1968 the Association heard of plans by a private developer to build a 221 (d)3 high rise, all two bedroom apartment house on a lot adjacent to Lorne Street. The builder owned the land and planned to sell the whole package once the building was completed. The developer and Lena Park Association agreed to set up a resident controlled housing development corporation to take over this building. The Lena Park Housing Development Corporation was then formed to sponsor the housing. Its board included five members from the Lena Park Association, five members from St. Leo's Catholic Church, five members from the Church of God and Saints of Christ and five additional members from the community-at-large.

The Lena Park Housing Development Corporation took over the plans for the building and developed a general outline for rehabilitation the area. Their multi-phase plan for dealing with some of the problems in the immediate neighborhood was to:

- 1. Construct a 14 story tower containing 97 two bedroom apartments;
- 2. Acquire the Y.M.H.A. Hecht House and convert it to a multi-purpose community service center.
- 3. Acquire remaining vacant land, abutting the Center and Lorne Street, for the purpose of constructing additional units of low and moderate income housing.

The BRA and Dorchester A.P.A.C. provided the staff assistance needed to prepare a funding proposal for converting the Y.M.H.A. Hecht House into a multi-purpose community center. An application was filed for 703 Neighborhood Facilities monies in May, 1969, and was approved by H.U.D. in August 1970. Renovations in the building have been completed.

The Lena Park Community Service Center's gym is being used for a teenage program, an active Golden Age Club of approximately 250 Jewish senior citizens continues to meet in the center, the Family Service Association of Greater Boston has placed a caseworker at the Center and Boston State Hospital operates a community mental health program in the Center. Committments have been received from Dorchester Mental Health, the Cynthis Sickle Cell Fund, the Social Service Fund and the Mass. Department of Public Welfare to locate offices and programs in the Center. In addition, the Lena Park Community Service Center will be providing day care services for approximately 125 children.

Meanwhile, the Lena Park Housing Development Corporation planned the 14 story apartment building with the assistance of a housing consultant and staff members from Dorchester A.P.A.C. The Lena Park Housing Development Corporation received a loan from the National Shawmut Bank and a 221(d) 3 commitment from HUD to construct the Newhall Apartments in October, 1969.

Mutual Contractors (a Black-owned construction company from New Jersey), joint venturing with a more experienced firm was the general contractor. The contractor never completed construction of the foundation and HUD foreclosed on the Newhall project on November, 1971.

In September, 1970, the Lena Park Housing Development Corporation hired a full-time Executive Director and reorganized as the Lena Park Community Development Corporation (CDC). The Lena Park CDC submitted a proposal to HUP in November, 1971 requesting that the Newhall parcel be returned to the Lena Park CDC for the development of low to moderate income housing.

In September, 1971, the BRA determined that new family housing would not be feasible without using eminant domain powers, and a land cost write-down. The Lena Park CDC agreed to try the NDP route.

The Lena Park CDC has contracted Greater Boston Community Development, Inc., a non-profit housing corporation which provides technical assistance to community sponsors of low and moderate income housing, to package the proposed housing development. Greater Boston Community Development has had considerable successful experience in helping community groups develop housing in the Boston Area and is currently providing technical assistance to more than 15 community groups.

The BRA has worked closely with the Lena Park CDC and Greater Boston Community Development, Inc. throughout the planning process to arrive at the site plan and project budget presented in this application.

The BRA will continue to work closely with the Lena Park CDC in planning and implementing the proposed NDP. Since residential rehabilitation is not a significant part of the proposed activities, a formal PAC will not be formed.

Letters of support for the proposed NDP from neighborhood residents, groups and agencies are included as an Exhibit to this report.

Exhibit

Endorsement Letters



# ena Park Community Development Corporation

American Legion Highway, Dorchester, Mass. 02124,

Telephone 288-4900

rick F. Jones Jr. cutive Director



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s. Madeline Murray relary

2 February 1972

Honorable Kevin H. White Mayor, City of Boston Boston, Massachusetts

Dear l'ayor White:

For the past four years the Lena Park Community Development Corporation, through its subsidiary, the Lena Park Housing Development Corporation has been about the business of producing low and moderate income housing which is safe, decent, sanitary and durable in our service cea - Dorchester.

Our first attempt, a 221d3 development - Newhall, did not meet with success in terms of production. The proposed 97 units had to be scrapped because of many problems, some of which we were directly responsible for, others which were beyond our control. Perhaps the most important benefit realized from that experience was the educational process which we as a neophyte community group went through. We learned many things about the low income housing business, the hard way - failure.

With a new determination meshed with experience, knowledge and an eminently qualified staff, we continued to pursue our goal. The organization has held meetings with the BRA, HUD officials, local community groups, developers, technical assistance types, consultants, etc. After a year of looking at and considering different ways to deliver low and moderate income housing in our service area, we have concluded that the Neighborhood Development Program is the only way to accomplish our goal.

We must have the NDP here - right now, in Dorchester. This program will make 250-300 units of housing not only feasible, but a reality. We have waited and done without far too long to delay further our objective. The NDP is necessary to alleviate human suffering not only from the present conditions on Lorne Street, but also future sufferings which could be caused by high rents, low management fees and shaky construction. The NDP makes site

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acqvisition, relocation and necessary site improvements possible.

If we had to include these costs in a 236 mortgage, the affect on rents in this area would be monetary prohibitive and psychologically defeating.

We call on you and the BRA Director, Mr. Kinney as well as the HUD Boston Area Office Director, Mr. Dan'Richardson for approval of the NDP application.

We community people, still have confidence that we can overcome the potential erosion and decay of our community. Your help is needed.

Thank you.

Sincerely,

Father Shawn Sheehan, President

SS:pec

cc: Mr. Kinney, BRA

Mayor Kevin White City of Boston Boston, Mass.

Dear Mayor White -

I have been a resident homeowner on Lorne Street for the past 31 years. I am living here at the present time. For the past 5 years I have been working with the community group to improve our neighborhood. I have read the Lena Park Neighborhood Proposal and agree with their concepts. I feel the there housing development proposal would be of tremendous importance to this area to provide much needed housing and I hope you will agree. Sincerely,

Genevieve Brown

20 Lorne St.

Dorchester, Mass. 02124

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Mayor Kevin H. White City of Boston Boston, Mass.

Dear Mayor White:

I have lived on Lorne Street for almost 10 years. As a homeowner, I've seen the property around me deteriorate. I've tried to maintain my property in good condition. I first came in contact with the Lena Park Association about 4 years ago. At that time, they were talking about doing something on Lorne Street with the houses and about building a high rise apartment on Harvard Street. At that time I was in favor of the apartments as they were needed in the area.

As a homeowner approaching 65 years old, I have been involved with Lena Park since that time. Mrs. Brown, Mr. Teixeira and I were all very disappointed when the high rise failed. We had waited expecting to sell our houses when the high rise was completed. That never happened. Almost four years later we are still waiting. New housing is badly needed in this area. I for one agree with the new housing program proposed by Lena Park. I want to get a fair amount for my house. I don't expect to get all that I've put into the house - last year I put MYMMEM storm windows which cost me \$1800. I had to buy a dog because of breakins - but I do want what I think is fair. If handled right, the Neighborhood Development Program I think is a good program in that I and others can sell and that once the new housing is completed, we can enjoy a better neighborhood.

Sincerely, Ralph Thomas.

P.S. I also put up a fence which cost me \$800.

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Mayor White City Hall B ton, Mass.

program.

I have been a resident and owned my home on Lorne
Street for 10 years. I have been informed of what
the Lena Park is trying to bring to this area in the
Neighborhood Development Program.

I wish to go on record as approving 100 percent this

Mr. & Mrs. J. Teixeira 6 Lorne Street Dorchester \$700 miles of the contract of

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Mayor Kevin H. White City of Boston Boston, Mass.

Dear Mayor White:

We are writing you as tenants of 55 Lorne Street, Dorchester about Lena Park.

For the last year or so we have been in touch from time to time with members of Lena Park. We have watched the steady progress of Lena Park and know that those people are doing something for us. We see children from our street making use of the gym and other things.

We found out why the high rise apartment never did go up on the corner of Harvard and Franklin Hill. We have also talked with Paj Jones about the new housing. From those discussions, we are in favor of improvements on this street. We are tired of living in the condition. We are prepared to move out and return when the new housing is completed. Lena Park is doing things and we want to help as this will benefit us. We've been waiting a long time for something good to happen on Lorne St. Your help is also needed as our elected official.

Yours truly,

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# GREATER BOSTON COMMUNITY DEVELOPMENT, INC.

177 STATE STREET • BOSTON, MASSACHUSETTS 02109

ROBERT B. WHITTLESEY, Executive Director Telephone: (617) 227-7897

January 13, 1972

The Honorable Kevin H. White Mayor of Boston Boston City Hall One City Hall Square Boston, Massachu etts 02201

Dear Mr. Mayor:

Greater Boston Community Development (GBCD), a nonprofit housing corporation providing technical assistance to community sponsors of low and moderate income housing, is currently serving as housing consultant to the Lena Park Community Development Corporation. A Neighborhood Development Program proposal for low and moderate income family housing has been prepared by the Boston Redevelopment Authority with the assistance of the Lena Park CDC and GBCD.

We heartily support the Lena Park NDP proposal which will be submitted this month to the Boston Area Office of the U.S. Department of Housing and Urban Development.

The 250 units of low and moderate income housing presently planned for this eight acre Dorchester site should help to meet the need for the 20,000 units of low income housing which was cited in your recent inaugural speech. We urge your support of the Lena Park Neighborhood Development Program.

Sincerely yours

Robert B. Whittlesey Executive Director

cc: Robert T. Kenney

RBW: MAD

FICERS

erald Gillerman President

iver F. Ames

Treasurer

ger K. Evans Clerk

)ARD OF DIRECTORS

iver F. Ames

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rl M. Sapers

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January 20, 1972

Mr. Patrick Jones, Exec. Director Lena Park Community Development, Inc. 150 American Legion Highway Dorchester, Lassachusetts 02124

Dear liar cones: Pa

I am delighted to hear how well your plans are progressing toward the building of much needed housing in the Lena Park area. As you know I have been most impressed with the careful and thoughtful work you have been doing in developing the whole Lena Park complex. It has been particularly gratifying to me to observe your fruitful efforts towards bi-racial community-wide participation.

I wish you every success in obtaining Reighborhood Levelorment Program approval and look forward to our continuing working relationship.

Sincerely,

Mary Berger

Znary

Manager

Mattapan Little City Hall

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DORCHESTER AREA PLANNING ACTION COUNCIL

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450 WASHINGTON STI ET DORCHESTER, MASSACHUSETTS 02124 288-2700

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MAYOR'S OFFICE

MRS. DORIS GRAHAM EXECUTIVE DIRECTOR MR FOWARD FARRELL

CHAIRMAN

MR. ART! UR GLASS IST VICE PRESIDENT

January 31, 1972

EILEEN SOUZA IND VICE PRESIDENT

SECRETARY

The Honorable Kevin H. White CHARLES WILLIAMS Meyor, City of Boston Boston City Hall Boston, Massachusetts

Dear Mayor White:

Please be advised that the Lena Park Development, Inc./ Boston Redevelopment Authority Neighborhood Development Program should be inaugurated. This project has the approval of this Agency's Board of Directors and my personal endorsement as Executive Director.

Meetings have been held in the community and I now feel that the community residents will have ample imput into this program. However, there are two vital conditions that must be included in the program.

- Lens Park Development Inc. shall be the Relocation vehicle.
- The tany property that shall be acquired will be at fair market value.

I have been assured that these two conditions will be met. With this stipulation my agency's endorsement is given to this proposal.

Sincerely yours,

(Mrs.) Doris Graham Executive Director

#### OFFICE OF VOLUNTEER SET VICES

January 20, 1972

Mayor Kevin H. White 1 City Hall Square Eoston, MA 02201

Dear Mayor White:

This letter is in support of the application from the Lena Park Community Development Corporation for a grant under the Neighborhood Development Program.

This statement is given on the basis of my experience with Lena Park between 1963 and the present time. Detween 1968 and the Fall of 1971 while on Senior Staff positions at United Community Services, I had responsibility for coordinating the work of that agency with the development of the Lena Park Program. This involved working with a number of task forces, composed largely of grass roots leadership, to determine the type of program which would be most helpful to that community. It involved meeting with the Board of Directors of that organization from time to time which consisted mostly of residents of the area. I served as a member of the personnel committee, which was composed largely of residents of the area including low-income public assistance recipients, which recommended to the Board of Directors selection of the Executive Director, Patrick F. Jones Jr., who started work with the Lena Park program in the Fall of 1970. The personnel Committee had as its principle objective obtaining a well qualified Black Executive with demonstrated experience in working with grass roots leadership in low-income urban areas. Mr. Jones was selected on the basis of his outstanding experience directing OBO and Ford Foundation funded grass roots corporations in the Watts area of Los Angeles.

Mr. Jones has given extremely effective leadership at Lena Park since coming to Eoston, working very effectively with problem of Homerous to common

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broad acquents of grass roots leadership in the apprecimate forty thousand population area being served, while at the same time linking very effectively with public and voluntary organizations in the city, state, and federal level.

The Lone Part service area has extremely serious social and economic problems. Nost of the middle class white population found in the area until about 1965 had left, with the population now being predominantly low-income Diack and Puerto Rican.

In my present position, which includes administrative responsibility for the Massachusetis Volumicer Service Corps, a michaen state administrated and state Elabaced buby Peace Comps Program for the Compowicalth, I have continued interest in Long Pants. The Service Comps is planning within the next for menths to accies a block of about ten composion to the Lena Parts Community Econographs Compountion, These componen will be low-income passens, indigenous to the area, who will be obtaining training as para-professional secretarity development programs in ghette areas. It is experted that wels turninhing program will be Linked with the new College of Pablic and Casumity Affairs, University of Massashucette - Desten with these work assignments carrying college exodit. We are polecting Lora Park as the Minot community development program in within to devolop this tradition, in what it has alteredy decomposed tremarious capability in there became

I will be very glad to augply any fluther infernation requested, having been very close to west aspects of the compension's verb.

Very minecedly,

Congressia G. Parrier

Coordinatez

OFFICE OF VOLUMENT SERVICES

Campbell 6 Phintely

QUI 1: jara



## A. LEGAL INFORMATION REPORT (HUD-6103)

This information was submitted in Boston's first N.D.P. application, which has been filed with H.U.D.

B. RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY AUTHORIZING FILING OF APPLICATION

This resolution will be added to the application after the B.R.A.

Board holds a hearing on the application and votes to file the application with H.U.D.

C. OPINION OF BOSTON REDEVELOPMENT AUTHORITY COUNSEL RESPECTING APPLICATION

An absolute that the state of t

## JO R C. GONLEY

Suite 426

73 TREMONT ST., BOSTON, MASS. 02108

Boston Ridevelopment Authority City Hall 1 City Hall Square Boston, Massachusetts 02201

Re: Neighborhood Development Program Application Lena Park, Boston, Massachusetts

#### Gentlemen:

I am an attorney-at-law admitted to practice in the Commonwealth of Massachusetts. As counsel for the Boston Redevelopment Authority in the above-identified program, my opinion, including certain factual statements requested by the Department of Housing and Urban Development, is as follows:

- 1. I have reviewed the Legal Information submitted previously on HUD Form HUD-6103B. I have made an examination of applicable State law and am of the opinion that since the date of completion of the said Legal Information form, there has not been any court decision statutory or constitutional enactment, or any revision or amendment of any State or local law requiring any change or supplementation of the Legal Information submitted as aforesaid, and that the said Legal Information as of the date of this opinion is, to the best of my knowledge and belief, true and correct.
- 2. I have reviewed the Neighborhood Development Program Application, dated February 7, 1972, and approved by the Local Public Agency on for the Lena Park Program, including particularly the data and information relating to (a) the size and character of the urban renewal area (constituting the propogram, (b) the proposed Program, (c) the activities to be undertaken by the Local Public Agency in carrying out the proposed Program, and (d) the proposed method of financing the Program.



- 3. To the best of my knowledge, there is no pending or threatened litigation of any kind concerning said Program.
- 4. I am of the opinion that the Local Public Agency has been legally created and is a duly organized and acting public body wing the legal power to undertake, carry out, and finance the Program and Program activities described in the application in the manner set forth therein after completion of the following actions:
  - a) Approval of the Boston City Council and the Mayor:
  - b) Execution of Cooperation Agreement; and
  - c) Approval by the Department of Community Affairs.
- 5. I am of the further opinion, on the basis of the date and information submitted in support of the application:
  - (a) That the proposed urban renewal area constituting the Program meets the requirements of State law, particularly Section 48 of Chapter 121B, for undertaking the proposed Program activities and carrying out the proposed Program therein.
  - (b) That the proposed urban renewal area constituting the Program is, within the meaning of Section 110(c) of Title I of the Housing Act of 1949, as amended, a Clearance and Redevelopment Area.
  - (c) That the Program and Program activities described in the application are consistent with the Urban Renewal Plan which has been prepared for the urban renewal area comprising the area covered by the proposed Program.

Very truly yours,

John C. Conley
Attorney for Boston Redevelopment Authority

City Hall, Boston, Mass.

D. RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY AUTHORIZING EXECUTION OF N.D.P. FEDERAL AID CONTRACT

This resolution will be added to the application when passed by the Board of the B.R.A.

E. RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY APPROVING URBAN RENEWAL PLAN AND CONDITIONS UNDER WHICH RELOCATION PAYMENTS WILL BE MADE

This resolution will be added to the application after the Board of the B.R.A. holds a hearing on the application and votes approval.

F. OPINION OF BOSTON REDEVELOPMENT AUTHORITY COUNSEL RESPECTING URBAN RENEWAL PLAN

## JOHN C. GONLEY

ATTORNEY AT LAW
SUITE 426

73 TREMONT ST., BOSTON, MASS. 02108

Lena Park Urban Renewal Plan Boston Redevelopment Authority Boston, Massachusetts

LECAL DATA:

Opinions of LPA Counsel

Respecting Urban Renewal Plan

Mr. Daniel Richardson
Department of Housing and Urban Development
Area Director
Bulfinch Building
15 New Chardon Street
Boston, Massachusetts 02114

Re: Lena Park Urban Renewal plan Boston, Massachusetts

Dear Sir:

I am an attorney-at-law admitted to practice in the Commonwealth of Massachusetts. As counsel for the Boston Redevelopment Authority (hereinafter referred to as the "Local Public Agency") in the above identified project, my opinion, including factual statements requested by the Department of Housing and Urban Development, is as follows:

l. I have examined the Urban Renewal Plan prepared by the Boston Redevelopment Authority relating to the Lena Park Urban Renewal Area in the City of Boston, County of Suffolk, Commonwealth of Massachusetts, (hereinafter referred to as the "Plan"), which Plan is more specifically identified as follows:

A mimeographed document dated , entitled "Urban Renewal Plan - Lena Park Urban Renewal Area", consisting of 38 pages and 4 (maps) exhibits, for the project area in the aforementioned project.

- 2. The Plan in form and substance is in accord with applicable law. The Plan, when duly approved by the Mayor and Council of the City of Boston and by the Division of Urban Renewal of the Department of Community Affairs of the Commonwealth of Massachusetts, will be a valid Plan, meeting all the requirements of State and local law and Title I of the Housing Act of 1949, as amended. The Plan is reasonably clear, definite, and unambiguous and does not provide for any illegal discriminatory action or illegal preferential action or requirement.
- 3. The territorial area covered by the plan is within the territorial jurisdiction of the Local Public Agency and conforms to all legal requirements pertaining to the eligibility of such area for the above-identified project; and such area under State and local law is legally eligible and appropriate for the redevelopment, conservation, and rehabilitation activities contemplated under the plan.
  - (a) The Plan includes all the provisions, drawings, maps, documents, and other items required to be included pursuant to State or local law and the applicable requirements of Section 110(b) of said Housing Act.
    - (b) The Plan includes appropriate provisions describing the real property which the Local Public Agency is to acquire and includes appropriate provisions for the imposition of the controls and other requirements of the Plan upon all the real property in the project area described in the Plan.
    - (c) The Plan is sufficiently complete to permit a determination to be made as to whether it conforms to the general plan of the community as a whole and to indicate its relationship to definite local objectives respecting appropriate land uses, improved traffic, improved public transportation, improved recreational and community facilities in Boston.
    - (d) The provisions in the Plan respecting land uses, building requirements and densities, land coverage, and other features in the Plan are in accord with State and local law and the requirements of Section 110(b) of said Housing Act.

- (e) The provisions in the Plan for the vacation and dedication of streets, parkways, and other public ways and for changes in zoning or building codes and regulations are in accord with State and local law, and the controls in the Plan respecting the future use of the project area described therein are reasonably clear and legally effective.
- (f) The provisions in the Plan respecting the period of duration of the Plan and the future changes in the Plan are legally adequate.
- 5. To my knowledge there is no pending or threatened litigation of any kind concerning the Plan.

Yours truly,

John C. Conley General Counsel

And Section 20 and 20 a

G. RESOLUTION OF THE BOSTON CITY COUNCIL APPROVING A.D.P. ANNUAL INCREMENT, FILING OF APPLICATION FOR FINANCIAL ASSISTANCE, URBAN RENEWAL PLAN, AND FEASIBILITY OF RELOCATION

This relocation will be added to the application upon City Council approval of the N.D.P. application.

H. AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARINGS

Affidavits certifying that notice of the B.R.A. and City Council hearings were published will be included in the N.D.P. application after these hearings are properly advertised.

I. MINUTES OF PUBLIC HEARINGS

Minutes of the B.R.A. and City Council Hearings or excerpts thereof will be included in the N.D.P. application after these hearings are held by the appropriate public bodies.



Reference 865R.L

Lena Park Neighborhood Development Program Application.
July, 1972. Draft #2.

Boston Redevelopment Auth.

Dorchester.

Auth. Dorchester.





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